

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, MARCH 15, 2017

4:00 p.m.

-2017 KAC Awards for departments

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
 - (b) Consider approval of Lawrence Landmark Application for the 1869 Means Family Stone House – Douglas County Fairgrounds (Jan Shupert-Arick);
 - (c) Consider amending Lone Star Lake Park rules and regulations (Keith Browning);
 - (d) Consider recommendation of Mail Service Contract (Jackie Waggoner);
 - (e) Consider acquisition of easement for Project No. 2015-05 for County Route 458 additional tracks (Michael Kelly); and
 - (f) Consider awarding renewable contract for pavement marking services, Project No. 2017-07 (Keith Browning)

REGULAR AGENDA

- (2) **17-00022:** Consider a request to rezone approximately 0.58 acres from County B-1 (Neighborhood Business District to County R-1 (Single-Family Residential) District at 697 E 1725 Road, Baldwin City. Submitted by Vinland Preservation LLC, property owner of record. (Becky Pepper is the planner).
- (3) Consider agreement to reimburse KDOT for federal fund disbursement overage, Supplemental Agreement No. 2 to Agreement No. 48-12, Project No. 23 C-4123-01, replacement of Route 1057 bridge over the Wakarusa River (Keith Browning).
- (4) Presentation from Justice Matters (Justice Matters)-No Backup
- (5) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - MPO Bicycle Advisory Committee (2) positions**
 - Community Corrections (1) position**
 - Board of Zoning Appeals (1) position 10/16**
 - Lawrence-Douglas County Mental Health Board – (1) joint position 04/17**
 - Lawrence-Douglas County Housing Authority Board (1) position 06/17**
 - Metropolitan Planning Commission – Positions (2) 05/17**
 - (c) Public Comment
 - (d) Miscellaneous
- (6) Adjourn

WEDNESDAY, MARCH 22, 2017 - Cancelled

WEDNESDAY, MARCH 29, 2017

- Proclamation declaring April as Child Abuse & Neglect Prevention month (Jenn Preston)
- Update on the Douglas County Heritage Conservation Council and Heritage Sites Program (Jan Shupert-Arick)
- 2017-2018 Employee Health and Wellness Update (Jill Jolicoeur)

6:00 p.m.

CUP-16-00069: Conditional Use Permit, King's Borrow Area and Landfill; N 1300 Rd & E 1750 Rd.

Submitted by Landplan Engineering PA, for Dan King, Denise King, Kent King & Patricia King, property owners of record. (*The BoCC approved CUP-16-00069 for a borrow pit but denied the request for a recycling facility at their May 11, 2016 meeting. The CUP application has been revised to remove the recycling facility, expand the borrow area, and fill the existing ponds/borrow pits with clean rubble.*) Mary Miller is the Planner.

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



To: Douglas County Commissioners

From: Jan Shupert-Arick, Heritage Coordinator

Re: Lawrence Landmark Application to place Means House on the local register

Date: March 10, 2017

Attached find the application and supporting materials to have the James and Mary L. Means house placed on the Lawrence register. This structure is located on the Douglas County Fairgrounds which was originally the Means family farm. The home was constructed of sand stone in 1870 and was the birthplace of Judge Hugh Means, who became a very prominent figure in our county's history from 1895-1964.

This document requires your signatures on page 4 and page 5.

If you have questions, please call me at 440-2878 or email me at jshupertarick@douglas-county.com

Thank you.



City of Lawrence
Douglas County
PLANNING & DEVELOPMENT SERVICES

Lawrence Douglas County
Metropolitan Planning Office
6 East 6th Street, P.O. Box 708, Lawrence, KS 66044
(785) 832-3150 Fax (785) 832-3160
<http://www.lawrenceks.org/pds/>

LANDMARK APPLICATION

Pre-Application Meeting **Required**

Planner _____

Date _____

PLEASE BE ADVISED: THIS APPLICATION WILL NOT BE SCHEDULED FOR A PUBLIC HEARING UNTIL THE HISTORIC RESOURCES ADMINISTRATOR HAS DETERMINED THAT THE APPLICATION HAS BEEN COMPLETED. (City Code 22-105(Y))

PROPERTY INFORMATION

Name of Historic Property 1869-1951 Means Farm (Douglas County Fairgrounds) 1951-52
Address of Property 2110 Harper Street, Lawrence, KS 66044
Legal Description of Property the means farm and stone house was located in the SE 1/4 of section 5 township 13 range 20.

OWNER INFORMATION

Name(s) Douglas County
Contact Sarah Plinsky, Asst. County Administrator
Address 1100 Massachusetts Street
City Lawrence State KS ZIP 66044
Phone (785) 832-5329 E-mail splinsky@douglas-county.com

Is this an owner initiated nomination? ☒ Yes ☐ No

If not, has the owner been notified of this nomination? ☐ Yes ☐ No

APPLICANT/AGENT INFORMATION

Contact Jan Shupert-Arick, Heritage Coordinator
Company Douglas County
Address 1100 Massachusetts Street
City Lawrence State KS ZIP 66044
Phone (785) 330-2878 E-mail jshupertarick@douglas-county.com



DESCRIPTION OF PROPERTY

Number of structures, objects, or landscape features located on the property _____

Historic Use(s) farm house

Present Use(s) restroom for fairgrounds (Douglas County)

Date of Original Construction 1869

Architect and/or Builder (if known) _____

Date(s) of Known Alterations 1960s - basement filled in, block addition added to west side.

Describe any known alterations including additions to the property. (Add additional sheets if needed)

1960s - Basement (cellar) filled in.
Concrete block addition added to west side.
Building became a restroom and shower for fairgrounds use.

2016 - Windows removed & filled in.
cistern/well filled in outside of "Kitchen Door"

REGISTER STATUS

- ☐ Property is listed in the National Register of Historic Places
☐ Property is listed in the Register of Historic Kansas Places

HISTORIC SIGNIFICANCE OF THE PROPERTY

Why do you think this property is significant? Please check all that apply.

- ☐ Location of a significant event
Event _____

- ☒ Association with a significant person
Person Judge Hugh Means / Means family migration story

- ☐ Architectural significance (Please attach an architectural description of the property)

- ☒ Other Early Stone house made with quarried sand stone.



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HISTORY OF THE PROPERTY (Add additional sheets if needed)

See attached document.

DESCRIBE THE DEVELOPMENT OF THE AREA SURROUNDING THE PROPERTY AT THE TIME OF CONSTRUCTION.

What year was the property platted? October 25, 1960

What is the name of the subdivision? 4th Fairground Addition

What was the zoning? _____

What were the land uses? Farm and Douglas County Fairgrounds

What size and types of buildings existed in the area? Aerials indicate agricultural buildings.

Did the area have paved streets, sidewalks, gas service or electrical service? Please describe.

This area was developed in the 1950s and 1860s.

ATTACH COPIES OF ANY HISTORIC PHOTOGRAPHS OR DOCUMENTATION INCLUDING CITATIONS FOR THIS PROPERTY.



City of Lawrence
Douglas County

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Metropolitan Planning Office**

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<http://www.lawrenceks.org/pds/>

SIGNATURE

I/We, the undersigned am/are the **(owner(s))**, **(duly authorized agent)**, **(Circle One)** of the
aforementioned property. By execution of my/our signature, I/we do hereby officially apply for
landmark designation as indicated above.

Signature(s): _____ Date _____

_____ Date _____

_____ Date _____



City of Lawrence Douglas County

PLANNING & DEVELOPMENT SERVICES

Lawrence Douglas County Metropolitan Planning Office

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OWNER AUTHORIZATION

I/WE Douglas County, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 6th day of March, 2017, make the following statements to wit:

1. I/We the Undersigned, on the date first above written, am/are the lawful owner(s) in fee simple absolute of the following described real property:

See "Exhibit A, Legal Description" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Jan Shupert-Arick, Douglas County Heritage Coordinator (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Lawrence/Douglas County, Kansas, regarding 2110 Harper - James and Mary Means House (common address), the subject property, or portion thereof. Such authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.

3. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Owner

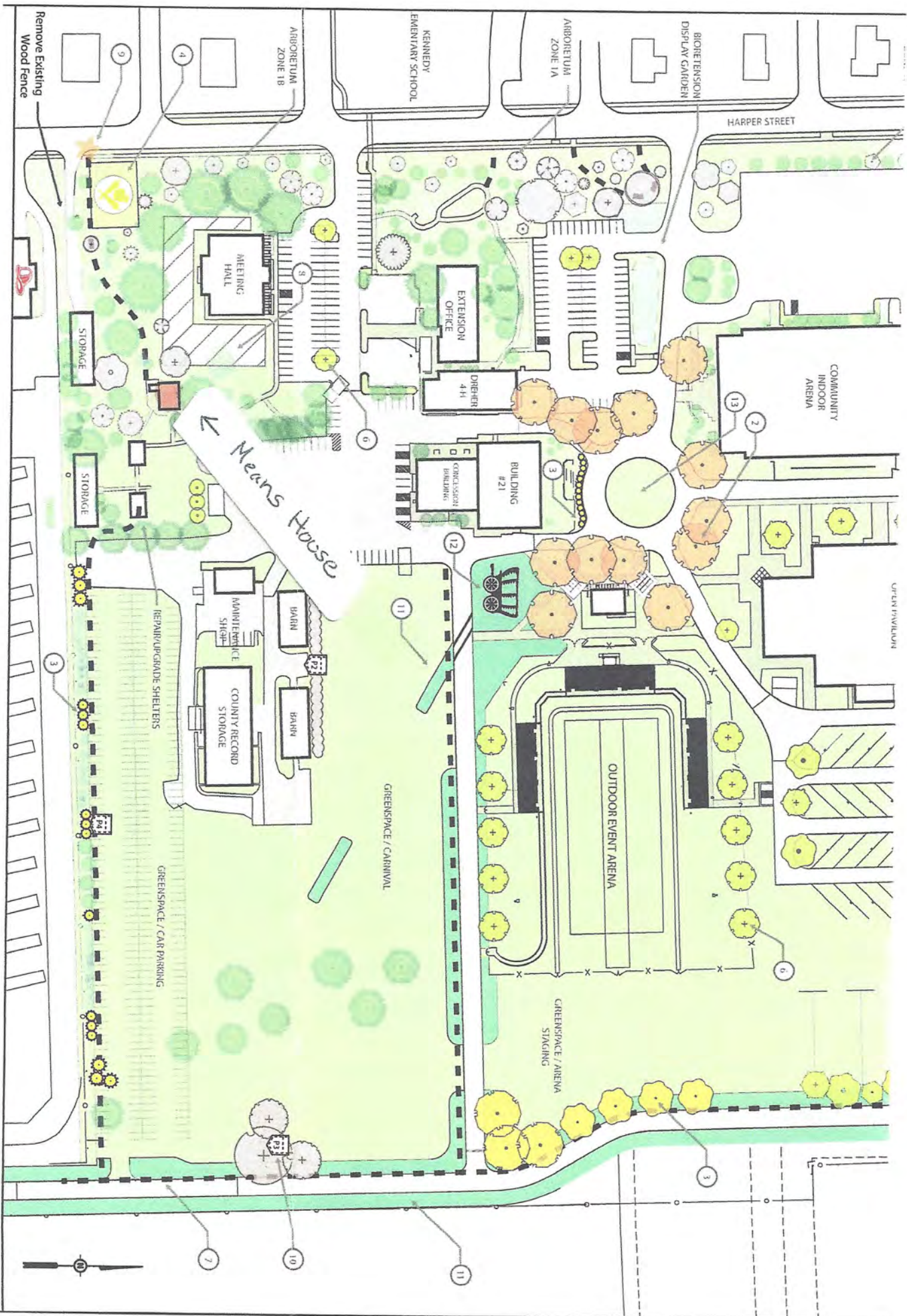
Owner

STATE OF KANSAS
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____,
by _____.

My Commission Expires:

Notary Public



Birthplace of Judge Hugh Means



View of the home from the north.

Historical Timeline

1855 -160 acres SE1/4 Section 5 Township 13 in Douglas County is granted to the descendants of John Downs who served in the Delaware Militia during the War of 1812.

1870 James and Mary W. Means of Ironton, Ohio, arrive in Douglas County. They purchase forty acres from John Jacob and Olivia Gillespie McGee family north of the Oregon Trail. They build a sandstone home with material was most likely quarried from nearby sandstone bluffs located along the old Oregon Trail between Lawrence and Eudora. The stone portion of the home (approximately 26x26) is remaining. Remnants of a limestone foundation indicate there may have been a timber section, perhaps a summer kitchen type part of the home on the west end. Stone carvers marks indicate there was a wooden porch on the east end at the home's main entry.

Background: James Means was the great grandson of John W. Means who left a farm in South Carolina in 1819 in order to bring his 24 slaves out of the South and set them free. The Means family members were well-known abolitionists and were engaged in the iron making industry at Hanging Rock along the Ohio River creating significant wealth. (Excerpt from Miles, Shute & Kouns family history.)

1871 – Hugh Means is born in the Means home. He becomes a prominent lawyer, serving as Douglas County Probate Judge for three terms and as District Judge for Douglas, Franklin, and

Anderson Counties (serving in this position for thirty-two years).

1875 - U.S. Census lists the following persons living at the property:

James Means – age 27

Mary Ward Means – age 27

Hugh Means – age 3

Lucy Means – age 1

Anna Lawrence – 14 – Helps in House

Charles Anderson – 25 - Hired Man (Immigrant from Sweden)

Andrew Warner – 25 – Hired Man (Immigrant from England)

Ella Moore -18-General Housework

1877 – James Williamson Means is born.

1879 – Infant Thomas C.B. Means dies from diphtheria. His burial site is unknown. The Lawrence Daily Journal lists two other children as sick but their fate is unknown. (An additional reference indicates the death of two children – a son and a daughter.)

1880 – U.S. Census lists Mary Means as “traveling” and lists James as “a capitalist.”

1893-1895-Hugh Means is the manager of the baseball team at the University of Kansas.

1895 – Hugh Means graduates from Kansas Law School at Lawrence and begins practicing law.

1895 – James Means, age 47, dies of consumption, at Lawrence and is buried in Woodland Cemetery in Ironton, Ohio, in the family vault. Only his wife and two grown sons survive him.

1895 - Hugh Means inherits the property from his parents upon the death of his father.

1898-Hugh Means elected a Companion of the Kansas Commandery and assigned Insignia No. 12079. (He later became a Commander.)

1902-Hugh Means marries Marie Barker (daughter of George Barker, Lawrence attorney) at the home of Dr. and Mrs. George Barker in West Lawrence, by Rev. Cordley.

1907-Hugh Means is elected Probate Judge and serves three terms.

1909-James W. Means (brother to Hugh Means) is listed in the Lawrence City Directory as president of KV Canning.

1913 – Lawrence Directory lists Hugh Means as Secretary of The Journal-World.

1919-Lawrence City Director lists Hugh Means as Vice President of the World Co. (The Journal-World) and practicing law at Means & Rice law firm at 900 Mass Street over the People's State Bank.

1927-Lawrence City Directory lists law firm of Barker & Means at the Opera House Building.

1929- Hugh Means elected District Court Judge for Douglas, Franklin, and Anderson Counties and serves until his retirement in 1953 (32 years of service).

1951 – The property remains in the family until Judge Hugh Means sells the house and forty acres to Douglas County for use by the Douglas County 4-H Club (to be used as the county fairgrounds). Purchase price is below market value.

1964-Judge Hugh Means dies January 2, 1964 and is buried at Oak Hill in the family plot. Members of the Douglas County Bar Association compose a Memorial Resolution in Judge Means' honor.

The house is the only remaining structure on the original Means farm. The home itself is significant in that:

- 1) It is the birthplace of Hugh Means and reflects an important migration story to eastern Kansas.
- 2) The house is an important example of sandstone construction in Douglas County.
- 3) The house represents farm life in the mid-late 19th century in Douglas County.
- 4) The house and site will be incorporated into the Douglas County Fairgrounds Master Plan to be used as a place to interpret the early agricultural history of Douglas County.

Citations:

1. August 18, 1952 Lawrence Daily Journal – Bird's Eye View of new Fairgrounds showing the location of the Means house.
2. David Sparkes, Director Building and Grounds, Douglas County, reports that an interview with a person who lived on the fairgrounds in the 1960s stated that the home had a full basement at one time and the access to the basement on the south side of the house was filled in when the building was converted to a restroom in the 1960s.
3. A written tribute to Judge Means upon his death in 1964 states that "The town of Lawrence was founded by New England emigrants only 17 years before Hugh Means was born in a pioneer's house on a shady knoll in Wakarusa Township, just southeast of town, on July 27, 1871. His parents had married in Ohio in 1869 and started out for the west to find the ideal home. They first saw Lawrence in October, and almost decided to stay, but went on to look at other locations. They went on for awhile, returning the following May. Mrs. Means once told a friend, "You know how Lawrence is in May, with the redbud and wild plum everywhere. The search ended right there."
4. Letter to Steven Jansen, Director of the Watkins Community Museum from Adrienne H. Mitchell of Hillsborough, California, dated December 30, 1992:
"Mary W. S. Means was born on November 18, 1848, in Marietta, Ohio, and died in Siena, Italy, on December 14, 1916. However, she and her husband lived in Lawrence, Kansas, in the stone house which is now part of the 4H grounds. Both Hugh and James Means were born there."
5. Lawrence Daily Journal, July 11, 1908:
"Franklin. Mr. and Mrs. Means and friends spent Saturday evening at the old Means place east of town. They celebrated the Fourth in an appropriate manner..."
6. The Judge Hugh Means American Inn of Court statement – "The local organizing committee has chosen the name The Judge Hugh Means American Inn of Court to

honor the late Judge Hugh Means who served with distinction for 32 years as District Court Judge for the Fourth Judicial District. This was one of five original judicial districts of the state, and included Douglas County.” The document also adds: “Hugh Means was an austere yet kindly judge. He presided over his court with firmness and dignity; he was unrelenting in his search for justice and intelligent interpretation and application of the appropriate principles of law; he commanded and received the respect of the bar and the public at large. Judge Means was one of the most admired and respected trial judges in the state. Judge Means inspired a generation of Douglas County lawyers to do their professional best.



This plaque that honored Judge Means upon the establishment of the Douglas County Fairgrounds was recently discovered behind a wall. The Fairgrounds Master Plan Committee plans to restore the plaque and place it on public display. The brass plaque inscription below Judge Means’ photo reads as follows:

“This tablet is dedicated to Hugh Means who was born on this site. A distinguished Jurist and Friend to Young People.”

7. A scrap paper note at the Watkins Museum of History in the Judge Means Collection includes an agreement between Hugh Means and J.J. Smith to plough and plant wheat on 40 acres of a 50 acres lot owned by Hugh Means on the Old Franklin Road. (1924)

8. News clipping from Hugh Means Collection at the Watkins Museum of History includes information about a meeting of the Lawrence Rotary to meet at the Douglas County Fairgrounds to honor Hugh Means who provided 40 acres of land and a house on the site so the county could have such a facility. Dated March 26, 1955.
9. News clipping from the Judge Means Collection at the Watkins Museum of History includes: *Headline: Crowd of 2,500 Sees Dedication of Fairgrounds. 130 4-H Youth Hold Livestock Parade at Visitors' Night Show on land from Hugh Means.*
10. The Douglas County Register of Deeds Office provided the legal description of the Means farm: *The farm was located in the SE ¼ of section 5 township 13 range 20.*



The South Façade showing location of “Kitchen Door” near an outside well.



The north façade showing modern addition where wood framed portion of the house is believed to have been located.



Means Home - West façade with attic access door open for inspection.



Means House east façade – The home's main entrance was in the center of the building.

BUY 4-H GROUNDS

Commissioners Get 40-Acre
Means Tract for \$9,000
Sum

The Douglas County Commissioners have purchased a 4-H Fairgrounds site of about 40 acres for \$9,000.

The tract of land formerly belonged to Judge Hugh Means. It lies a quarter of a mile north of the Jayhawk Driving Range, located just east of the Lawrence city limits on Highway 10. The site can be reached by traveling due east on East Nineteenth Street.

"Judge Means is to be commended for offering this land to us at such a reasonable price for this purpose," Commissioner Elmer Ousdahl told the Journal World this afternoon. "We certainly appreciate it."

Ousdahl pointed out that one reason the commissioners are so happy over the site is that it has an entrance located some distance from a major highway. Still the tract is close enough to the highway to be convenient.

The commissioners were empowered to purchase such a 4-H Fairgrounds site in the April 3 election of this year. The voters approved a county tax levy of one mill for each of two years for that purpose.

The next step will be the construction of fairgrounds buildings as well as roads and paths. The money obtained from the special levy is to be used for both the construction on and the purchase of the site.

The land where the fairgrounds will be located is reasonably level with just enough slope for good drainage. Every foot of it can be mowed or plowed. A ball diamond could be set up with little grading and there is a spot off to the east where a small, decorative lake could be constructed. There are many shade trees and lots of grass that would afford splendid picnic facilities.

It has been pointed out that this site can be used for many purposes other than the fairgrounds. The commissioners today termed it a "utility" tract.

ICE DAILY JOURNAL

LAWRENCE, KANSAS, MONDAY, AUGUST 18, 1952

FOUR

★★

← Means House

BIRD'S EYE VIEW OF FAIRGROUNDS—This is how the new Douglas County 4-H and Vocational Agriculture grounds at the end of East Nineteenth Street appear from the air as the visitor looks to the northwest. On Wednesday through Friday the grounds will be swarming with over 400 rural youth and their projects as the Douglas County 4-H FFA fair gets underway. In the foreground are the three stock pavilions and the wash house. The big white spot in the middle is the more than five acres of graveled parking lots. To the right in the corner is the new 90 by 28-foot all-home economics building. In the upper right corner is the road which leads from East Nineteenth Street south to the left corner is the road which leads from Highway 10 north to the fairgrounds entrance.

Means House on Dougl



March 4, 2017

Parcel

MEMORIAL RESOLUTION

To the Honorable Frank R. Gray, Judge of the District Court, and Members of the Douglas County Bar:

The committee, appointed by this court to prepare a resolution and memorial in respect to the late Hugh Means, reports as follows:

It was fitting that Judge Hugh Means should have passed away in the County where he was born, in the City where his active years were spent, and in the house in which he had lived for almost 60 years. His life span of more than 92 years extended from July 27, 1871, to January 1, 1964. In the time and space available, only an incomplete and inadequate sketch of the varied interests and activities of a most eventful life can be presented.

Hugh Means was born on a farm a few miles southeast of Lawrence, the son of James and Mary W. (Smith) Means. His parents, shortly after their marriage in Ohio, came West in search of a new home in 1869. In October of that year they reached Kansas and the straggling little town of Lawrence which had been founded only 15 years before. After spending the winter in Ohio, James Means and his wife returned in May to settle in Douglas County. Hugh was the oldest of their four children, two of whom did not survive their childhood. After contending with the grasshoppers and the droughts of the '70s, the Means family, which then included Hugh and his younger brother, James, left Kansas in 1881. Several succeeding years were spent abroad, and between his 11th and 13th years, Hugh was with his parents in Italy, France and Germany, where he acquired a speaking knowledge of three foreign languages.

After the return of the family from abroad, Hugh was a student at a school in Quincy, Massachusetts, and for two years attended Harvard. Returning to Lawrence, he entered the Law School of the University of Kansas, and graduated with the class of 1895. There was then no State Board of

Law Examiners, and admission to the bar was on the recommendation of an examining committee appointed by the Judge of the District Court. Judge Means recently recalled that he had been asked only a single question, "What is stoppage in transitu?" and, he said, "I was lucky enough to know the answer."

x The newly admitted young lawyer entered the practice in Lawrence as a member of the firm of Manley and Means. On November 2, 1902, he was married to Frances Barker, the daughter of Judge George J. Barker, one of the outstanding early-day Lawrence lawyers, who also served in the legislature and as city mayor. After a married life of 45 years, Mrs. Means died on October 11, 1947. There were no children, and Judge Means left as his only surviving relatives his grandniece, Mrs. Adrienne Mitchell (the granddaughter of his brother, James) of Hillsborough, California, and his niece by marriage, Mrs. Lucene Bayles of Lawrence.

After a brief residence in Illinois, Hugh Means returned to Lawrence to practice law with his ~~father~~ father-in-law under the firm name of Barker & Means. In 1896¹⁸⁹⁷ he was elected to the office of Probate Judge of Douglas County, where during his three terms of service, he made an outstanding record.

Private practice was resumed in 1913 as a member of the firm of Means & Rice, but was interrupted by the World War, which was to mark the culmination of Judge Means' long military career. He came naturally by his lifelong interest in military matters, as his grandfather, Thomas C. H. Smith, had been Lieutenant Colonel of the First Ohio Cavalry in the Civil War, later was promoted to Brigadier General of Volunteers, was Chief of Staff under General Pope, and remained in the army after the close of the war, serving as Army Paymaster under President Hayes.

The military career of Judge Means began as an enlisted man in the National Guard in 1891, and he had risen to the rank of Major of Infantry when America entered the World War. He was then transferred to the

artillery and commissioned as Colonel of the 130th Field Artillery. He was keenly disappointed at not being assigned to go overseas with his regiment, but continued to serve with distinction at Ft. Sam Houston, Texas, and Ft. Sill, Oklahoma, where he received his honorable discharge at the close of the war, on December 5, 1918.

Returning to Lawrence, he resumed practice with his former associate, but only for a few years, as there was soon to open up for him an opportunity for service on the bench which has come to no other judge who ever presided over the District Court of Douglas County, and to few, if any, jurists in the annals of Kansas. The Fourth Judicial District was distinguished not only by the fact that it was one of the five original judicial districts of the State, but also by the character and ability of its judges. The 32-year tenure of Judge Means far exceeded that of any of his predecessors, and his record can be left to speak for itself.

The Fourth Judicial District, over which Hugh Means presided, consisted of the counties of Douglas, Franklin and Anderson. Three terms of court were had and held each year in each of the three counties, which meant that there were nine terms of court a year to be presided over by the one judge, and which required nine separate jury panels each year for the trial of jury cases, as well as the trial of many court cases in the three counties, and the administration and conduct of all other judicial matters incident to the business of the court. Judge Means carefully and meticulously arranged the trials and court work of the three counties so that there was no overlapping or confusion in the several counties, and a harmonious relationship between the said counties existed. The lawyers always knew when they were expected to appear, wherever it might be within the three-county district. Judge Means was punctual, and expected and required everyone having business before the court to adhere strictly to the court's schedule of appearances. As would be expected, the court business in the several counties went forward smoothly under his expert guidance.

Hugh Means was an austere yet kindly judge. He presided over his court with firmness and dignity; he was unrelenting in his search for justice and intelligent interpretation and application of the appropriate principles of law; he commanded and received the respect of the bar and the public at large. Judge Means was one of the most admired and respected trial judges in the state.

To the uninformed, to the casual observer, Judge Means' demeanor on the bench and elsewhere may have given the impression that he was stern to the point of being unbending, and perhaps even to some a feeling that he was a severe man. However, underlying these outward appearances of severity were qualities of kindness which tempered the strength and the force, and belied his apparent severity. To those who have had an opportunity to observe our judge in his relations with little children, these qualities of kindness, of humility and sincere interest were most evident.

After devoting more than one-third of his life to his judicial duties, the Judge richly deserved the 11 years which were left to him to use as he saw fit. But that did not mean forgetting the law and his old associates. He was not content without an office and his law books, and if he no longer saw the members of the bar in his court, he was more faithful than any of them in his attendance at the monthly bar meetings. Then, too, there was time for travel. Although himself an army man, he loved the sea and was never happier than when on shipboard. Here he much preferred a leisurely voyage on a freighter to a cruise on a luxury liner. It was by freighter that he made his round the world trip. On its completion, he even signed up for a second voyage, only to find the call of Kansas so strong that when he reached Manila, he hastened to return home by air. In later years he continued to map out many a voyage which he was never to make. The easy passage which he had once made from the Atlantic to the Pacific through the Panama Canal did not satisfy his adventurous spirit, and he always wanted to sail around Cape Horn.

He took a keen interest in the operations on the farm which he owned near Clinton. For sentimental reasons he kept until late in life that part of the family farm on which stood the old stone house in which he was born. Finally, however, he was happy to make it available, at far less than its value, for the youth of the County as a part of the 4-H Club Fairgrounds project.

The Judge was affiliated with many local organizations. He was a member of Plymouth Congregational Church; Masonic Lodge No. 9, which he served as Master in 1897; the Elks; York Rite Masonry; the Knights Templar, which he served as State Grand Commander in 1924; and the Lawrence Rotary Club, of which he was an honorary member.

Judge Means was deeply patriotic and was active in a number of military organizations, including the American Legion, the Sons of the American Revolution, and the Military Order of the Loyal Legion. He served as National Commander of the last-named Order, which was organized by a loyal group of Union soldiers on the day of the assassination of President Lincoln. His own reverence for Abraham Lincoln found expression in the ^{Douglas County} Bar Association's annual Lincoln memorial service, which he established and sponsored through the years.

Your committee offers this tribute to the life, attainments and achievements of Judge Hugh Means, and moves its adoption by resolution of this Bar, and respectfully requests the court to order it spread at large upon the journal of this court as a perpetual record and memorial, with the hope that these brief and most imperfect words concerning a dedicated man may provide some inspiration for dedicated men of bench and bar to carry on, with strength and purpose, the highest ideals of the legal profession, all as exemplified by the life of our beloved Judge.

Respectfully submitted,

Raymond F. Rice
Raymond F. Rice

John J. Riling
John J. Riling

George R. Melvin
George R. Melvin

Robert B. Oyler
Robert B. Oyler

James L. Postma
James L. Postma

Milton P. Allen
Milton P. Allen

FILED

FEB 14 1964

LUCILLE E. ALLISON
CLERK OF THE DIST. COURT



JAMIE SHEW
DOUGLAS COUNTY CLERK
1100 Massachusetts
Lawrence, KS 66044

Marni Penrod-Chief Deputy Clerk
Heather Dill-Deputy Clerk Elections

March 10, 2017

A CERTIFIED PROPERTY OWNERSHIP LIST WITHIN 250 FT OF JUDGE MEANS
HOUSE, 03/10/2017. REQUESTED BY JAN SHUPERT-ARICK.

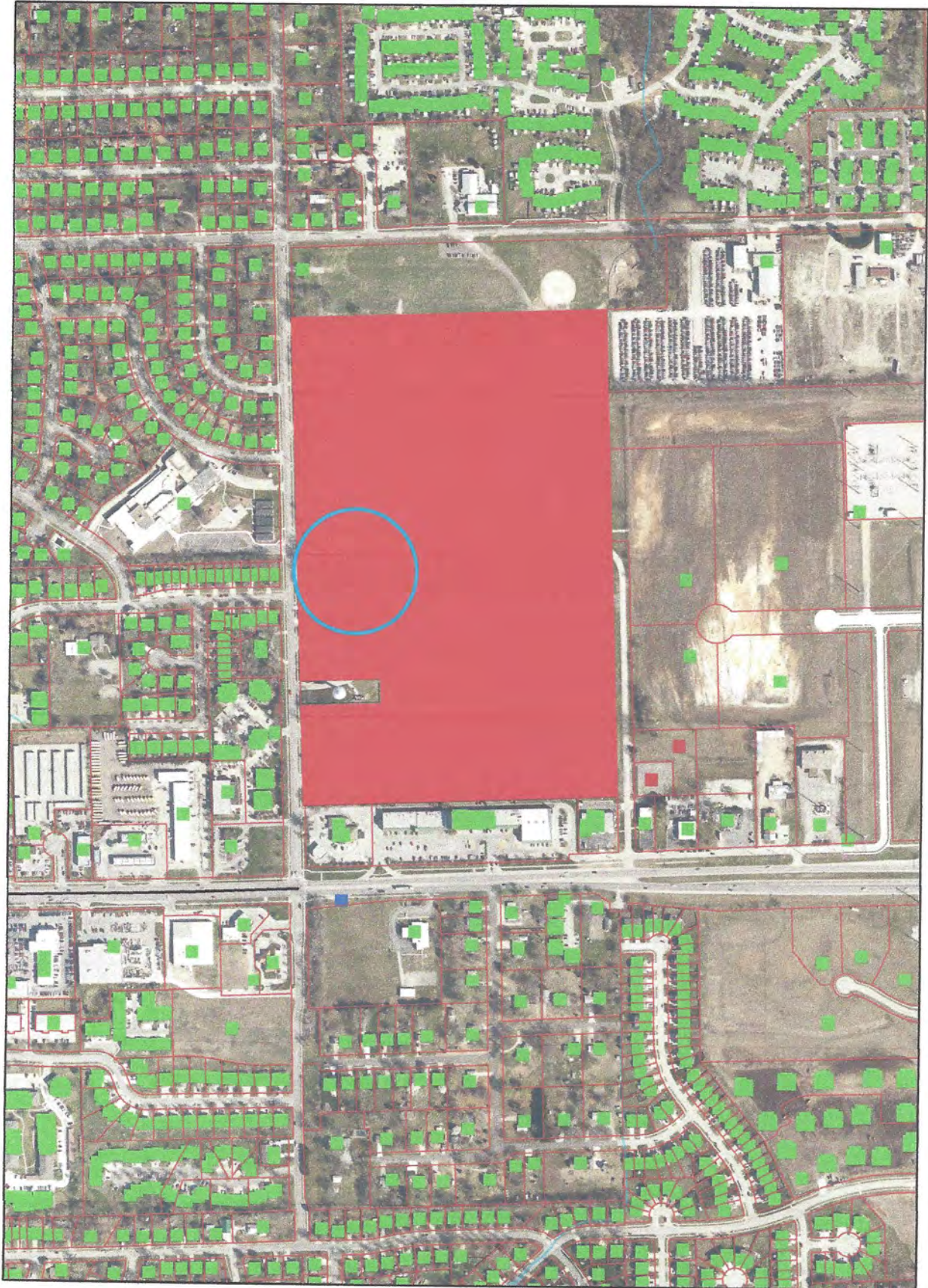
JOHN R. NICHOLS
DOUGLAS COUNTY CLERK'S OFFICE
1100 MASSACHUSETTS ST
LAWRENCE, KS 66044

785-832-5147

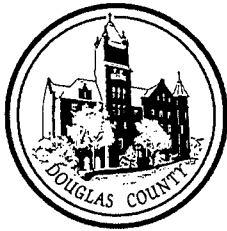
jnichols@douglas-county.com

Douglas County Real Estate Division
County Clerk's Office. I do hereby certify
the Property Ownership listed hereto, to be
true and accurate.

POL WITHIN 250 FT OF JUDGE HUGH MEANS HOUSE



JOINPIN	SYSALACRES	owner1	yn/nd	address	city	state	zip	plate
103-05-0-40-01-005.00-0	19.04004548	HARPER WOODS LLC		31200 NORTHWESTERN HWY	FARMINGTON HILLS	MI	48334	U13151
103-05-0-40-01-003.00-0	1.66162012	CITY OF LAWRENCE		PO BOX 708	LAWRENCE	KS	66044	U13149A
103-05-0-40-01-002.00-0	37.1479486	DOUGLAS COUNTY		1100 MASSACHUSETTS ST	LAWRENCE	KS	66044	U13146A



DOUGLAS COUNTY PUBLIC WORKS

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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer 

Date : March 9, 2017

Re : Consider amending Lone Star Lake Park rules and regulations

The current Lone Star Lake Park rules and regulations (Section 8-201 of the Douglas County Code) were last amended in 2012. There are several revisions and additions we feel are needed. Attached for BOCC consideration is a resolution amending the rules and regulations.

Proposed changes to the current rules and regulations are summarized as follows:

Sect. 8-201.1.f.

Added language to allow fireworks in designated areas only, and only on dates and times established by the BOCC.

Sect. 8-201.1.s.

Added language prohibiting drones in the campground and swimming area.

Sect. 8-201.2.b

Added "bow" to the list of illegal fishing methods.

Sect. 8-201.3.d

Added language to allow canoes, kayaks, and stand up paddle boards in the swimming area during the power boat prohibition period of May 1 to September 15.

Sect. 8-201.5.f

Added language setting a maximum of eight persons per camp site. Added definition of "suitable camping shelter".

Sect. 8-201.5.h

Added language authorizing the Public Works Director to allow non-profit groups, e.g. boy or girl scouts, special permission to exceed the number of camping shelters and campers allowed on any specific camp site.

Action Required: Consider approval of resolution amending rules and regulations for Lone Star Lake Park.

RESOLUTION NO. 17-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS AMENDING THE RULES AND
REGULATIONS APPLICABLE TO LONE STAR LAKE PARK

WHEREAS, K.S.A. 19-2803a authorizes the Board of County Commissioners of Douglas County, Kansas (the "Board") to adopt reasonable rules and regulations regulating and licensing the use and enjoyment of Lone Star Lake Park in Douglas County, Kansas; and

WHEREAS, pursuant to the foregoing authorization, the Board has previously adopted certain rules and regulations relating to the use and enjoyment of Lone Star Lake Park; and

WHEREAS, the previously adopted rules and regulations have been incorporated by reference at Section 8-201 of the Douglas County Code; and

WHEREAS, the Board has determined it necessary and desirable to amend those rules and regulations as set forth herein.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, sitting in regular session this _____ day of _____, 2017, does hereby resolve as follows:

SECTION 1. Amendment to Rules and Regulations. Section 8-201 of the Douglas County Code is hereby amended and restated to read as follows:

8-201.1 GENERAL RULES AND REGULATIONS. The following use rules and regulations for the Park are hereby adopted:

- a. Except as provided herein, the Park is open to the public. Visitors are welcome to use it for the various activities permitted during the times permitted. Fees are charged for certain activities as described herein.
- b. All Park rules and regulations shall be enforced 24 hours a day by the Douglas County Sheriff. The Camp Host and County employees shall report observed violations to the Douglas County Sheriff.
- c. The Park shall be open only during the hours of 6:00 a.m. to 10:00 p.m. with the exception of those in the Park area for the express and demonstrated purpose of fishing or camping. Quiet hours shall be observed from 10:00 p.m. until 6:00 a.m. in all areas of the Park.
- d. The destruction of any sign, guidepost, or property of any kind is unlawful. This includes the peeling of bark, carving and chopping trees, cutting branches, driving nails, digging ground from roots, and the removal of trees, shrubs and plants, picking wild flowers, and other destruction of public property.
- e. To carry or possess firearms in the Park is unlawful.
- f. Fireworks are allowed in designated areas on the dates and times allowed by the Board of County Commissioners.

g. Throwing of cans, bottles, paper, junk or refuse of any kind on the ground or in the Lake is prohibited. The alteration, destruction or removal of seats, tables, park buildings, and other park equipment is prohibited.

h. Washing or throwing of waste of any kind around water faucets or fountains or the use of woods as toilets, or the use of toilets as bathhouses is prohibited.

i. Building or starting fires in the open or in any place except in county provided fire rings and grills, or personal grills used for cooking purposes only is prohibited.

j. No cats, dogs or other pets shall be allowed (a) in the swimming area, (b) on the swimming beach, or (c) on any dock. Unless in a designated Off-Leash area, dogs shall not be allowed in other areas of the Park unless restrained by a chain or controlled by a leash of no longer than 6 feet. This paragraph shall not apply to dogs present to assist the blind, the visually impaired and persons who are otherwise disabled, pursuant to the legislative declaration of public policy set forth at K.S.A. 39-1101 *et seq.* and amendments thereto.

k. The speed limit on Park roads is 20 miles per hour except where otherwise posted.

l. Horseback riding in the Park is prohibited. Driving automobiles, all-terrain vehicles (ATV's), motorcycles or other motorized vehicles anywhere other than on developed roads and in developed parking lots is prohibited.

m. Camping in the Park is prohibited except by permit in the designated camping area. Persons using the campground must comply with the Park Rules and Regulations Pertaining to Camping (see Section 8-201.5).

n. It is prohibited to engage in disorderly conduct at the Park. Disorderly conduct shall include:

(a) Those acts prohibited by K.S.A. 21-4101, and amendments thereto, which is hereby incorporated herein by this reference; or

(b) Intoxication due to the consumption of alcohol, drugs, or controlled substances or a combination thereof.

o. There is no lifeguard is on duty. All persons swim at their own risk. Bathing, swimming, and wading is prohibited, except in the designated swimming area from May 1 through September 15 from dawn (30 minutes before sunrise) to dusk (30 minutes after sunset) or as otherwise permitted by the Director of Public Works or the Board of County Commissioners. Bathing, swimming and wading in the cabin arm of Lone Star Lake (hereinafter the "Lake") by lake front property owners or their guests is permitted only within 50 feet of each lake front property owner's shoreline. Swimming beneath docks or dock catwalks is prohibited anywhere in the Lake including the designated swimming area and in the cabin arm of the Lake.

p. The use of rubber rafts, air mattresses, tubes and other flotation devices which are not U.S. Coast Guard approved is prohibited (i) outside of public swimming areas and (ii) more than 50 feet from the shoreline in public swimming areas. This prohibition does not include inflatable float tubes, inflatable pontoon boats, inflatable canoes, inflatable kayaks, or other inflatable personal watercraft manufactured and designed primarily for fishing while such watercraft is used for fishing activities.

q. Ice skating, ice boating, ice sledding, and ice fishing on the Lake are prohibited.

r. The Park is a game sanctuary. Hunting, shooting, killing, trapping, injuring, pursuing, harassing or molesting in any way any bird or animal on or within the Park is prohibited.

s. The use of unmanned aerial vehicles, i.e., drones is prohibited in the campground and the swimming arm areas.

t. The use of water craft on the Lake is subject to State of Kansas laws and regulations, and amendments thereto, which are incorporated herein by this reference, and rules and regulations set forth in Section 8-201.3 and Section 8-201.4.

u. The possession, use or consumption on Park property of any controlled substance in violation of K.S.A. 65-4101 *et seq.*, and amendments thereto, is prohibited. The possession, use or consumption of alcohol, alcoholic liquor or beer, as such terms are defined in K.S.A. 41-102, and amendments thereto, or cereal malt beverage, as such term is defined in K.S.A. 41-2701, and amendments thereto, is prohibited in or on the designated beach area(s), any floating dock, the established swimming area, and where otherwise prohibited by State of Kansas law. No alcohol, alcoholic liquor, or cereal malt beverage may be possessed, used or consumed in or from containers with a capacity in excess of one U.S. gallon.

v. The Board may adopt special rules to govern special events.

w. Parking is prohibited on Park roads at such locations as the Board or the Director of Public Works determines necessary or advisable to facilitate traffic flow or enhance the safety or enjoyment of the patrons of the Park; provided that the Director of Public Works shall post appropriate "No Parking" signage prior to enforcement. Without limiting No Parking areas on other Park roads, each of the following locations are designated and shall be appropriately signed to prohibit parking:

- i. The road across the Lake Dam and the Spillway, more particularly described as follows: Commencing at the east end of the Lake Dam Flood Wall, which is 230 feet east of the intersection of Douglas County Route No. 1-W, also known as E. 582 Road, and Douglas County Route No. 1-E, also known as E. 715 Road, thence westerly across the Lone Star Lake Dam a distance of approximately 1,880 feet, thence southerly on a curve to the left across the Lone Star Lake Spillway a distance of 380 feet to the intersection with a side road leading toward the lake and terminating at said intersection.
- ii. The road past the Marina and Swimming Beach area, more particularly described as follows: Beginning at a point approximately 277.47 feet North and 218.60 feet East of the Southeast corner of the North half of the Northeast Quarter (N. ½, N.E. ¼) of Section 14, Township 14 South, Range 18 East of the Sixth Principal Meridian, said point being on the centerline of Route 1-E, thence Westerly on the centerline of said Route 1-E to a point approximately 460.82 feet North and 724.28 feet West of the Southeast corner of the North half of said Northeast Quarter (N. ½, N.E. ¼) and terminating at said point. Also, from a point on said centerline of Route 1-E, approximately 650 feet westerly from said point of beginning, thence southerly along the centerline of a side road 400 feet and terminating at that point.

RULES AND REGULATIONS PERTAINING TO FISHING

8-201.2 **RULES AND REGULATIONS PERTAINING TO FISHING.** The following rules and regulations pertaining to fishing are hereby adopted:

a. Fishing in the Lake is subject to State of Kansas laws and regulations. All laws of the State of Kansas, as amended, pertaining to fishing in state lakes are hereby adopted and incorporated herein by reference.

b. It shall be unlawful for any person to fish in the swimming arm from May 1st through September 15th, or to fish in any part of the Lake where “No Fishing” signs have been posted. Fishing with a seine, throwline, trotline, spear, bow, hand fishing or any other method than with a pole and line is illegal.

RULES AND REGULATIONS PERTAINING TO BOATS, MOTORS AND BOATING

8-201.3 **RULES AND REGULATIONS PERTAINING TO BOATS, MOTORS AND BOATING.** The following rules and regulations pertaining to boats, boating and motors are hereby adopted:

a. The boating and watercraft regulations of the State of Kansas as set forth in K.S.A. 32-1101 *et seq.*, and amendments thereto, and the regulations adopted pursuant thereto, are hereby adopted and incorporated herein by reference.

b. All persons keeping, maintaining, operating or riding in boats on the Lake do so entirely at their own risk.

c. The use of inboard motor boats, jet skis, wave runners, and similar personal watercraft is prohibited on the Lake. Inboard-outboard and outboard motor boats shall be permitted.

d. All power boat activity is prohibited in the swimming arm from May 1st to September 15th. Canoes, kayaks and stand up paddle boards (SUP’s) are permissible in the swimming arm during this period. All minors involved in such activity shall be supervised by persons 21 years of age or older and there shall be no interference with swimming activities of Lake Patrons.

e. No boats shall be left unattended on the Lake overnight. Cabin owners may use their own private docks. All boats shall be launched at boat ramps.

f. Except when fishing or going to or from the shore, no motor boats shall be operated within 100 feet of shoreline. Operators of motor boats shall be extremely careful and prudent at all times so as not to endanger life or safety, unnecessarily discomfort others, or interfere with any person who may be fishing from the shore.

RULES AND REGULATIONS PERTAINING TO WATER SKIING AND BOAT SPEED

8-201.4 **RULES AND REGULATIONS PERTAINING TO WATER SKIING AND BOAT SPEED.** The following ski and speed regulations are hereby adopted:

- a. The minimum crew of any skiing boat shall be not less than one pilot and one observer.
- b. No owner or person in possession of a ski boat shall permit a person under 14 years of age to operate the ski boat. Persons 14 through 17 years of age shall not operate a ski boat unless accompanied and under the direct and audible supervision of a parent or other person 21 years of age or older.
- c. All skiers shall wear U.S. Coast Guard approved life preservers while skiing, and all other State of Kansas safety regulations shall apply to both skier and boat. Those waiting to ski shall not wade or swim.
- d. All areas of the Lake are **“No Wake”** areas, except for the designated ski area. The speed limit in the designated ski area on non-ski days is 8 mph. Skiing outside of the ski buoy markers is prohibited.
- e. Skiing is allowed on Lone Star Lake only on and between May 20 and September 15 each year on Wednesday through Sunday of each week, on Memorial Day, the Fourth of July, and Labor Day, and on such other days as the Board of County Commissioners of Douglas County, Kansas approve. Skiing is only allowed on such days between 12:00 noon and 8:00 p.m., and at such other times as the Board approves. Skiing is prohibited on all other days and at all other times.
- f. Speed limits in “Fishing Only” water shall be trolling speed which shall not create a wake.

RULES AND REGULATIONS PERTAINING TO CAMPING

8-201.5 **RULES AND REGULATIONS PERTAINING TO CAMPING.** The following rules and regulations pertaining to camping are hereby adopted:

- a. The Park camping season shall be from April 1st to October 15th. The Park shall be closed for camping from October 16th through March 31st. A Park Permit for camping is required. No reservations are accepted. Check out time is 4:00 PM.
- b. Quiet hours shall be observed from 10:00 p.m. to 6:00 a.m. No noise or activity shall be discernible outside each campsite during such quiet hours.
- c. You must be 18 years of age or older to rent a campsite.
- d. Camping facilities are for recreational camping only. No camping term at the Park shall exceed fourteen continuous calendar days. Any camping term in excess of fourteen continuous calendar days shall be followed by an absence of at least five continuous calendar days.
- e. Camping shall be allowed only at developed sites designated for camping.
- f. A maximum of two camping shelters shall be allowed per camping site with a maximum of 8 persons per site. A suitable camping shelter is required. A suitable camping shelter is one whose primary purpose is for camping and is appropriate for anticipated weather during the camping visit. Suitable shelter may include camping gear intended to protect the camper from the elements. Other than recreational vehicles or truck beds equipped with a camper unit or camping shell cover, a suitable camping shelter does not include motor vehicles. .

g. Violation of any camping regulation shall result in immediate revocation of the camping permit and expulsion from the Park. In addition, penalties as described in Section 8-201.8 may be enforced.

h. The Director of Public Works may allow non-profit groups special permission to exceed the number of camping shelters and campers allowed on any specific camp site.

RULES AND REGULATIONS PERTAINING TO THE SPILLWAY

8-201.6 RULES AND REGULATIONS PERTAINING TO THE SPILLWAY. Douglas County Home Rule Resolution No. HR-01-8-2, codified at Section 8-202 of the Douglas County Code, relating to the Lake Spillway located at the west end of the earthen dam forming the north shore of the Lake, stipulates that unauthorized access to the spillway is restricted in the following areas:

All areas within 25 feet on either side of the concrete portion of the spillway from the northern edge of County Route No. 1-West where it crosses the spillway to the northern edge of the spillway stilling basin where the spillway becomes Washington Creek.

As set forth in Section 8-202 (c) of the Douglas County Code, any person who violates those restrictions shall be guilty of a misdemeanor, punishable by a fine in the amount of \$250.00. See Section 8-202 of the Douglas County Code for further information concerning regulating access to and use of the spillway.

FEES FOR PERMITS ISSUED FOR THE LONE STAR LAKE PARK.

8-201.7 FEES FOR PERMITS ISSUED FOR THE LONE STAR LAKE PARK. The following permit fees for camping are hereby adopted:

a.	Camp Site	No Electricity	\$11.00 (per day)
b.	Camp Site	w/Electricity	\$16.00 (per day)

PENALTIES FOR FAILURE TO COMPLY

8-201.8 PENALTIES FOR FAILURE TO COMPLY. The following are hereby adopted:

a. Any violation of any of the rules and regulations set forth in Section 8-201.1 through this Section 8-201.8, inclusive, shall be deemed a misdemeanor punishable upon conviction thereof by a fine not exceeding \$100.00, or a term of confinement not exceeding thirty days in the county jail, or both such fine and imprisonment.

b. In addition to any other method of initiating a criminal proceeding under applicable law, criminal proceeding may be initiated for violation of any provision of Section 8-201.1 through this Section 8-201.8 by making an offense report and serving a

uniform complaint and notice to appear upon the accused. The offense report shall be forwarded to the district attorney for prosecution.

c. Each day that any violation occurs shall constitute a separate offense and shall be punishable as a separate violation. Provided, however, that if any person is found guilty of a violation hereunder and it shall appear to the court that the violation complained of is continuing, then in addition to the penalty set forth, the court shall enter such order as it deems appropriate to cause the violation to be abated.

d. Compliance with the rules and regulations set forth in Section 8-201.1 through 8-201.7, inclusive, is mandatory and is a prerequisite to the use and enjoyment of the Park. Therefore, in addition to the penalties set forth in Section 8-201.8.a, the privilege of any person to use and enjoy the Park may be temporarily suspended or revoked by the Douglas County Sheriff, the Director of Public Works, or their designees for violation of any of the rules and regulations contained herein. Such suspension or revocation may apply to the use or enjoyment of all Park facilities or may be limited to specific items, such as operation of a boat on the Lake. Any such suspension or revocation shall, but only at the request of the alleged violator, be reviewed within two (2) working days by the County Administrator or his/her designee who shall either affirm or reverse the action. A decision to affirm may be appealed to the Board of County Commissioners but such appeal shall be filed within three working days. Revocation of the privilege of a person to operate a boat on the Lake may only be restored by making application to the Board of County Commissioners. The Douglas County Sheriff shall enforce any temporary suspension or revocation. Violation of a temporary suspension or revocation shall be unlawful and shall give rise to a separate offense hereunder.

DESIGNATION OF AREAS AND MAPS

8-201.9 DESIGNATION OF AREAS AND MAPS. Whenever these regulations reference designated areas, such as designated swimming area, designated skiing area, or designated camping areas, the reference shall mean those areas designated by the Director of Public Works for such use. The Director of Public Works shall appropriately mark all designated areas and may cause maps of the Park to be prepared and distributed providing information as to the location of each designated area.

SECTION 2. Repeal. Section 8-201 of the Douglas County Code and Resolution No. 5-17, Resolution 6-15 and Resolution 12-06, as existing prior to the effective date of this Resolution, are hereby repealed.

SECTION 3. Effective Date. This Resolution shall take effect on _____, 2017, and be in force from and after its publication once each week for the three consecutive weeks in the official county newspaper.

ADOPTED, the year and day set forth above.

**BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS**

Mike Gaughan, Chair

Nancy Thellman, Member

Michelle Derusseau, Member

ATTEST:

Jameson D. Shew, County Clerk



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Recommendation of Mailing Service Contract

DATE: March 9, 2017

In an effort to help you understand how our mailing services used to be handled and how it has evolved to our current process I thought it may be beneficial to provide you a little history.

Sometime around 2005 staff evaluated processes and expenses for outgoing mail which was all processed in-house. At this time, the City and County solicited bids to outsource its mail services which provided us lower rates. This resulted in removing all of our postage equipment (leased and purchased), eliminating maintenance and meter fees, and reducing staff's time significantly to prepare and process mail.

In 2011 when our contract was expiring the City and County asked other agencies if they wanted to participate in a cooperative bid to increase the mail volume. The University of Kansas, Lawrence Memorial Hospital, Bert Nash Community Mental Health Center, Lawrence-Douglas County Health Department, and Douglas County Visiting Nurses joined the City and County in a joint bid. Douglas County was the lead agency for this contract which expires in April 2017.

The University of Kansas offered to take the lead in establishing our new contract. All of the agencies listed above elected to continue participating in our cooperative bid, plus we added the Lawrence Public Schools. Staff from each participating agency was invited to participate on the evaluation committee. The terms of the contract will be for a six month trial period, then a one year term with the option to renew annually up to four additional years.

The attached table summarizes the original proposals that were submitted by Lineage Mailing Services and KC Presort. Our evaluation included site visits, interviews, and negotiations with both companies. In our evaluation we requested best and final offers using volumes for all agencies that resulted in a monthly cost savings of \$6,536/\$78,433 annually with Lineage. The overall consensus was Lineage provided a more competitive proposal, and offered an easier transition as all agencies (except Lawrence Public Schools) are currently under a contract with Lineage. The committee believe the cost to transition to another firm has a monetary value. Our rates will remain the same throughout the contract term with the exception of USPS rate changes.

RECOMMENDATION: The Board of County Commissioners accepts the negotiated proposal for mailing services and awards the contract to Lineage Mailing Services.

MAIL SERVICES COST TABLE

Description	KC Presort	Stampede Mailing Services
First Class Mail (1 oz.)	\$0.423	\$0.423
First Class Mail (addl. cost per ounce)	\$0.125	\$0.125
Flat Mail (1 oz.)	\$0.798	\$0.98
Flat Mail (addl. cost per ounce)	\$0.210	\$0.21
Certificate of Mailing	\$1.60	\$1.30
Delivery Confirmation	\$0.25	\$0.80
Signature Confirmation	\$3.15	\$2.75
Certified Mail (without return receipt)	\$3.60	\$3.81
Certified Mail (with return receipt)	\$6.35	\$6.56
Certified Mail (with return receipt & restrictive delivery requirements)	\$11.30	\$8.76
International Mail Metering Fee	NC	Postage Plus \$0.02
Mail Seal (cost per piece)	\$0.02 – no charge if metering	\$0.02Included with metering
Folding (cost per piece)	\$0.02	\$0.01
Inserting (cost per piece)	\$0.02 - \$0.005 for additional pieces up to six total	\$0.02
Pickup Fee (cost by location)	\$5.00 per stop	No cost
Additional Pickup/Delivery Fee (special projects)	NC, unless truck is required then \$150	No cost
Identify any other cost or fees associated with the initial contract	Add \$0.05 metering fee or \$0.03 metering fee for all machine presort letters. Accounting fee of \$5 per week per stop. ALL accountable mail at a flat price of cost plus \$0.25. Can't accommodate Express Mail	Parking pass at KU, USPS E-services discount available for e-certified and e-return receipt
Would you have a preference or restriction for time of day you pick up mail?	We can follow current process	No – as listed acceptable
What resources do you have provide in the event your pick up vehicle breaks down?	We have many drivers and/or operation employees who could pick up in an emergency	We have a AAA account as well as back up vehicles and drivers
List any options available through the Internet.	Offer FTP or email transfer of date to print files	File transfer for data to physically printing
Describe the support services available	Have several drivers with systems similar to competitors, drivers wear badges. Designated person for accounting and support.	Drive is an employee with full insurance operating company vehicle with proper insurance, wears uniform for identification
Are your rates submitted guaranteed for the term of the agreement?	Fees are guaranteed but subject to USPS rate increases/decreases.	Fees are guaranteed but subject to USPS rate increases/decreases
Describe implementation process	Already serve Lawrence but volume may warrant a second drive. Offer an escrow account for each entity TBD.	Verify locations, pick-up contacts, time, count process, mail tray needs, parking, verify billing info. and primary contacts

MAIL SERVICES COST TABLE		
Description	KC Presort	Stampede Mailing Services
Will there be a subcontractor who performs under this contract?	Yes, utilize a consolidation service for International Mail. Can keep in house if client prefers.	No
Can your company provide services for packages (UPS, USPS, FedEx, etc?)	Yes	Yes for USPS, UPS and FedEx are pass thru (create label) with 1 day delay
Do you accept P-cards as method of payment? If so, identify any fees.	No	Yes all major credit cards with 3% fee based on total invoice
Does your company provide printing services (labels, variable data, etc?)	Yes	Yes
Is there a volume discounts for special projects?	Yes, quote as these projects come up	Yes



DOUGLAS COUNTY PUBLIC WORKS

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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

TO : Board of County Commissioners

FROM : Keith A. Browning, P.E., Director of Public Works
Michael D. Kelly, P.S., County Surveyor

DATE : March 10, 2017

RE : Project No. 2015-05; County Route 458; Acquisition of Easement;
Consent agenda

As you are aware Douglas County plans to improve County Route 458, from the intersection of N1156 Rd (near the south end of the Clinton Lake dam) south and west a distance of approximately 4 miles, by adding 6.5 ft. shoulders as well as pavement rehabilitation. The project is scheduled to begin late spring 2017 although utility relocations have started.

Negotiations with landowners (for easement) are still underway and agreements have now been concluded for an additional 9 of the 30 distinct ownership parcels. The total amount for the attached contracts is \$76,150.00 and the funds for this project are coming from the CIP.

To ensure the proper completion of a necessary construction project approval is recommended for the attached CONTRACT's FOR HIGHWAY PURPOSES.

ACTION REQUIRED: Consent agenda approval to authorize the Chair to affix his signature to the CONTRACT's FOR HIGHWAY PURPOSES for Project No. 2015-05.

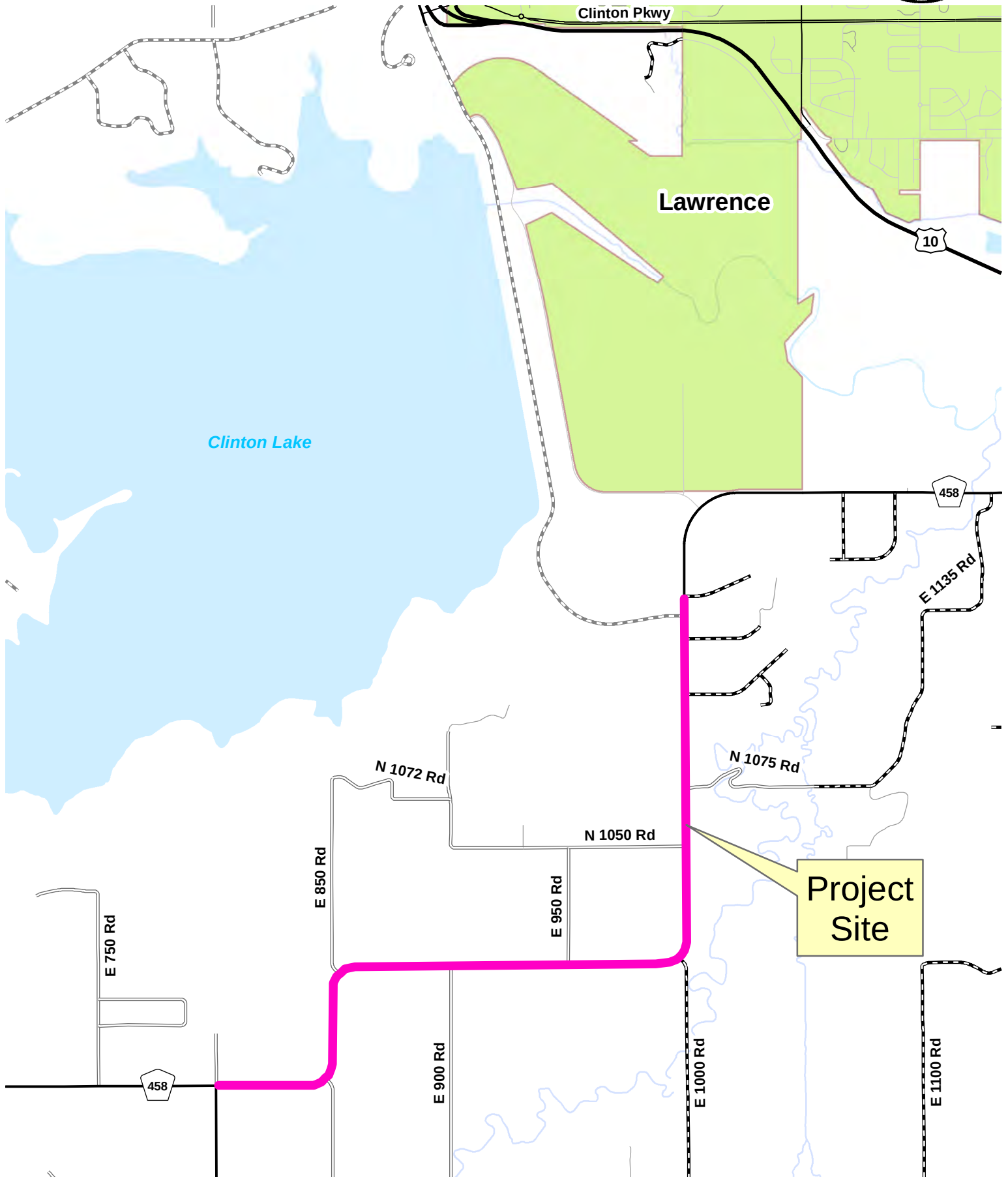
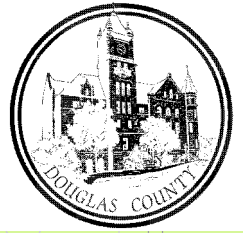
Project No. 2015-05

Route 458

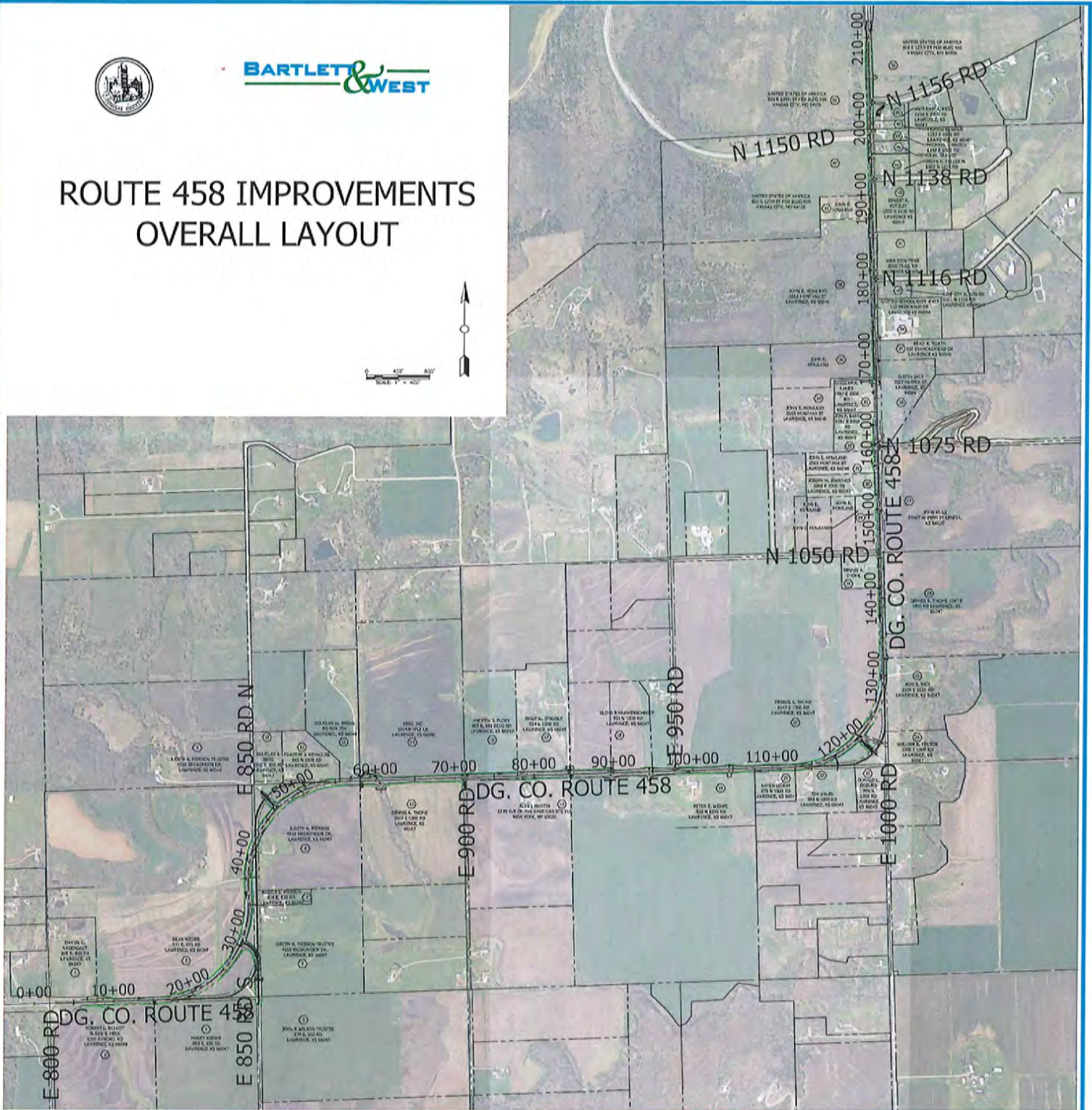
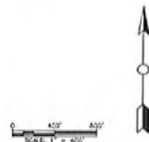
General Location Map

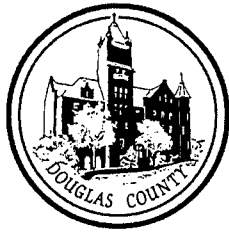


0.5 0.25 0 0.5 Miles



ROUTE 458 IMPROVEMENTS OVERALL LAYOUT





DOUGLAS COUNTY PUBLIC WORKS

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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *pub*

Date : March 10, 2017

Re : Consent Agenda award of renewable contract for pavement marking services
Project No. 2017-07

We opened bids March 3 for a renewable contract to provide pavement marking services. We received two bids as shown on the attached bid tabulation.

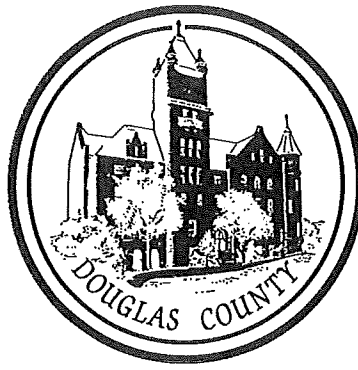
Bidder	Base Bid	Total Bid
Midwest Striping, Inc.	\$168,215.69	\$173,520.69
C-Hawkk Const., Inc.	\$220,760.30	\$225,870.30
<i>Engineer's Estimate</i>	<i>\$218,345.50</i>	<i>\$222,552.10</i>

The low bidder, Midwest Striping, was awarded our last renewable contract in 2012. We have been very satisfied with the quality of their work and their flexibility to work with us on pavement marking schedules.

The Base Bid includes painting railroad crossing symbols and stop bars. The Total Bid replaces the painted symbols with more durable preformed thermoplastic symbols. The painted symbols have not been as durable as desired, and we recommend accepting the Total Bid price.

The 2017 Road & Bridge Fund 201 has \$187,500 allocated for pavement marking services.

Action Required: Consent Agenda award of renewable contract to Midwest Striping, Inc. in the Total Bid amount of \$173,520.69 for Project No. 2017-07, pavement marking services, and authorize the Public Works Director to approve change orders totaling up to the budgeted amount of \$187,500.00.



DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2017-07
PAVEMENT MARKINGS
BID #17-F-0001

Douglas County Commissioners

Mike Gaughan, Chairman

Nancy Thellman, Member

Michelle Derussau, Member

Approved By:

Keith A. Browning, P.E.
Director of Public Works
and County Engineer

Date: February 6, 2017

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-07
BID #17-F-0001

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<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

PAVEMENT MARKING MAP – COUNTY WIDE
PAINTED INTERSECTION, STOP BAR, AND RAILROAD CROSSING SYMBOL
LOCATIONS – MAP
TURN ARROW DETAILS
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ESTIMATED INTERSECTION QUANTITIES
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DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-07
BID #17-F-0001
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Friday, March 3, 2017, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2017-07 consists of the application of yellow centerline markings and white edgeline markings to approximately 170 miles of roadway in accordance with the attached specifications. This project will include application of painted stop bars, diagonal lines, arrows, railroad crossing symbols, and removal of existing pavement markings as shown in the schedule of prices. In addition, this project will include an Alternative Bid for preformed thermoplastic symbols and stop bars. This work will be performed in two (2) sessions during the Summer/Fall of 2017 upon receipt of a "Notice to Proceed". The "Early Paint" session will be completed in Summer, the "Late Paint" session will be completed in the Fall. The bid documents and contract will provide Douglas County with the option to renew the contract for up to four (4) additional one (1) year periods (i.e. application of traffic line markings during the Summer/Fall of 2018, 2019, 2020, and 2021).

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 3755 E. 25th Street, Lawrence, Kansas 66046 or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2017-07", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas.

All bids must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK or a BID BOND for not less than Five Percent (5%) of the base bid as a guarantee that if awarded the Contract, the bidder will enter into a Contract and give bond as required. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

Contracts will be awarded only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.

The Board of County Commissioners of Douglas County, Kansas reserve the right to reject any or all bids and to waive technicalities, and to award the contract to the bidder that the Commission deems best suited to accomplish the work.

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works
Date: 2/6/2017

Publication Dates: Friday, February 10, 2017
Saturday, February 18, 2017

cc:	Lawrence Journal World	Douglas County Administrator
	Douglas County Commission	Douglas County Purchasing
	Douglas County Clerk	Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-07
BID #17-F-0001

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained at the Office of the Director of Public Works, 3755 E. 25th Street, Lawrence, Kansas 66046 or from Demand Star on the internet @ www.demandstar.com
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2017-07" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid for work to be done during the initial term (during the calendar year 2017). The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
6. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
7. Proposals must be signed.
8. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
9. The county will make available a staging area located at the Douglas County Public Works facility in Lawrence, Kansas. It shall be the contractor's responsibility to make arrangements for delivery, unloading and loading of all materials. See Special Provision 07-DG-98.
10. All Passing zone starting and ending points will be marked by Douglas County.
11. The contractor shall have a "WET PAINT" sign a minimum size of 30"x10" with Minimum of six (6) inch lettering mounted to the front of the spray truck. Douglas County will provide a "Rear Protection Vehicle" that will follow the striping application equipment while paint is being applied. The vehicle operator will be available to the contractor for assisting with directions and determining start and stop points on the various routes.
12. Douglas County will broom all routes prior to painting.
13. Note: 4" line widths may be substituted for 6" line widths shown on intersection details.
14. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the base bid for work to be done during the initial term (during calendar year 2017).

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-07
BID NO.
INFORMATION FOR BIDDERS

15. Douglas County is soliciting bids for furnishing and applying traffic line paint to approximately 170 miles of roadway maintained by Douglas County. Douglas County may make changes in the scope of work required to be performed by the Contractor under this contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his/her obligations under the contract or any guarantee given by him/her pursuant to the contract provisions. No limit will be fixed and no change order will be required for such increased or decreased quantities nor shall any adjustment in unit prices be allowed, provided the net monetary value of all such additive and subtractive change in quantities of such items of work shall not increase or decrease in the original contract price by more than twenty-five percent (25%).
16. Period of Contract: Date of Award through December 31, 2017. The County may renew this contract for four (4) additional one (1) year periods, at its option, by notifying the Contractor in writing on or before December 31 of the current contract year of its intentions to exercise the option. Such notice from the county to the contractor shall create a binding contract between the Contractor and the County for furnishing and applying traffic line paint on specified county routes during the renewal year on the same terms and conditions as the current year, except for changes in Unit prices as set forth in Paragraph 18.
17. Termination of Contract: Douglas County shall have the right to terminate this contract after giving ten days written notice of termination to the Contractor in the event of any default by the Contractor. It shall be considered a default by the Contractor whenever he shall:
- a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
 - b. Disregard or violate important provisions of the contract documents or Engineer's instructions or fail to prosecute the work according to the agreed schedule of completion including extensions thereof.
 - c. Fail to provide a qualified superintendent, competent workmen or subcontractors or proper materials or fail to make prompt payment therefore.
- The Contractor may suspend work or terminate the contract upon ten days notice to the Owner and the Engineer for any of the following reasons:
- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no fault of the Contractor or his employees.
 - b. If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the contract documents.
 - c. If the Owner should fail to act upon any request for payment within 30 days after approval by the Engineer.
 - d. If the owner should fail to pay the Contractor any sum within 30 days after its award by arbitrators.
18. Unit Prices: The contractor will be paid the unit prices as shown on the schedule of prices (SP-1) for the initial contract period effective through December 31, 2017. For renewal years, the material prices may be increased or decreased at County's discretion, to allow for market fluctuations. On or before December 1 of each year before a renewal period, the Contractor shall provide the County with verification and documented proof of actual material unit costs anticipated for the renewal period. The County, in good faith, shall then set the unit prices for the renewal period based upon the verification and the County's own independent investigation.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-07
BID #17-F-0001

SPECIFICATIONS

THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION OF THE KANSAS DEPARTMENT OF TRANSPORTATION, EDITION OF 2015, shall be the Specifications for this Contract except the Sections and Articles which shall be deleted from the STANDARD SPECIFICATIONS and shall be revised as hereinafter shown.

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

BID BOND – DELETE item and ADD – The approved form of security, executed by the bidder and his surety or sureties, guaranteeing the execution of a satisfactory contract and the filing of an acceptable contract bond if the bidder's offer is accepted. The bid bond shall be a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

CONTRACT - DELETE item and ADD - The written agreement between the Board of County Commissioners of Douglas County, Kansas, and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Contract shall include the Contract Documents, which shall include the Proposal, Plans, Specifications, Contract Drawings, Supplemental Specifications, Special Provisions, Contract, Performance and Maintenance Bond, and the Statutory Bond, and also any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

CONTRACT BOND - DELETE item and ADD - The Statutory Bond and the Performance and Maintenance Bond executed by the Contractor and his Surety, guaranteeing execution of the Contract and all Supplemental Agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the Project.

DEPARTMENT - ADD - Douglas County, Kansas, represented by its Board of County Commissioners.

ENGINEER - DELETE item and ADD - Douglas County, Kansas, or the Director of Public Works of Douglas County, Kansas, acting directly or through his authorized representatives on behalf of Douglas County, Kansas.

LABORATORY - ADD - The testing laboratory designated by the Engineer.

SPECIFICATIONS (Continued)

RETAINAGE – ADD – From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-521 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred Dollars (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

SECRETARY - DELETE item and ADD - COUNTY - Douglas County, Kansas, represented by its Board of County Commissioners.

STATE - DELETE item and ADD - COUNTY - Douglas County, Kansas represented by its Board of County Commissioners.

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

102.1 NOTICE TO CONTRACTORS (ADVERTISEMENT), DELETE item and ADD – Douglas County will publish a Notice to Contractor's to notify prospective Contractors of a letting. This notice describes the contemplated work, informs the Contractor how to obtain Bidding Proposal Forms, identifies the location of plans and specifications, identifies the time and place for receiving bids, and reserves Douglas County's right to reject bids. All proposal blanks shall be obtained by prequalified bidders from the Office of the Director of Public Works of Douglas County, 3755 E. 25th Street, Lawrence, Kansas 66046. Proposal forms will be issued up to, but not after the close of business on the day preceding the opening of bids.

102.2(a) Prequalification Requirements. - DELETE the first sentence beginning with "Before...." and ending with "....work" and ADD - Bidders shall be prequalified for the type and magnitude of work covered by this Contract. The Engineer may request references of at least three (3) owners of previous traffic marking projects performed by the prospective bidder completed within the past 12 months. Previous projects should be of similar scope and magnitude to Project 2017-07. Douglas County's award of the contract may be based in part on references submitted.

102.11 BID BONDS - DELETE item and ADD - No Proposal will be accepted unless accompanied by a certified check, cashier's check or a bid bond in the amount of five percent (5%) of the base bid and made payable to the Board of County Commissioners, Douglas County, Kansas. The full amount of the proposed guaranty shall be forfeited to the County in liquidation of damages sustained in the event the bidder (or bidders) fail to execute a satisfactory Contract and file Contract Bonds within twenty-one (21) days after the notice of the award of Contract.

The Guarantees of the two (2) lowest responsible bidders shall remain in full force until such time as the execution of a Contract has been completed by the successful bidder and satisfactory Contract Bonds have been furnished. The Guarantees will be returned after the above has been accomplished.

SPECIFICATIONS (Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 3755 E. 25th Street, Lawrence, Kansas 66046, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2017-07", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

102.13 WITHDRAWING PROPOSALS BEFORE THE LETTING - DELETE item and ADD - A Proposal may be withdrawn after it has been delivered to the Office of the County Clerk, Courthouse, Lawrence, Kansas, by a letter or by written request of the bidder or his authorized representative in person, provided the request is in the hands of the County Clerk or Board of County Commissioners before the stipulated time for the opening of the Proposals.

102.14 REVISING PROPOSALS – DELETE item and ADD -A withdrawn Proposal may be corrected or altered in person by the bidder or his authorized representative and resubmitted before the stipulated time for opening of the Proposals.

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

103.3 CONTRACT BOND REQUIREMENTS - DELETE item and ADD - The successful bidder before entering into a Contract and within twenty-one (21) days after notice of the award of the Contract, shall execute a Statutory Bond and a Performance and Maintenance Bond in the form prescribed by the County and in the penal sum of the amount of the Contract, with a Surety to be approved by the County. The Statutory Bond and the Performance and Maintenance Bond shall be conditioned upon the faithful performance of the Contract and the payment of all indebtedness incurred for all labor, materials and supplies furnished therefore. The Bonds must be kept in full force for the time required by law and, if longer, during the applicable warranty periods. In the event the Surety or Bonding Company fails or becomes financially insolvent, then the Contractor shall, within five (5) business days of such failure or insolvency, file new and sufficient bonds in the amount designated by the County.

103.4 (a) EXECUTING THE CONTRACT - DELETE this section and ADD - The successful bidder shall furnish satisfactory Bonds, certificate(s) of insurance, and sign the contract within twenty-one (21) days after notice of the award of Contract.

SPECIFICATIONS (Continued)

103.5 FAILING TO EXECUTE THE CONTRACT - DELETE item and ADD - The failure of the successful bidder to execute a Contract and file Contract Bonds within twenty-one (21) days from the date of the notice of the award shall, at the option of the County, be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the County, not as a penalty but in liquidation damages sustained through delay.

In the event that the County opts to annul the award, the Contract may be reawarded to the next lowest responsible bidder, or Proposals may again be received at some later date.

Section 109

MEASUREMENT AND PAYMENT

109.2 SCOPE OF PAYMENT – ADD the following paragraph 109.2(f)RETAINAGE –: From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-521 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

109.5 PROGRESS PAYMENTS, DELETE the last sentence of subsection 109.5(a) “Work Accomplished” and replace with the following – “The Engineer may withhold from progress payments, liquidated damages, reimbursement for remedial work under subsection 105.5f., excess costs for breach of contract, final cleanup work expenses, five (5) percent contract retainage as required by KSA 68-521, and other deducts the Contract Documents specify.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-07
BID #17-F-0001
PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS
COURTHOUSE
LAWRENCE, KANSAS 66044

1. Proposal of Midwest Striping Inc for the performance of "Douglas County Project No. 2017-07", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".

2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract. Douglas County will make available approximately 40 centerline miles that may be painted after July 4, 2017 (upon receipt of the "Notice to Proceed"). The remaining road miles shall be painted between October 2 and October 27, 2017. If the county exercises its option to renew the contract, the work for subsequent years will be performed in such subsequent years on a similar timeline.

3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.

4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.

5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

4. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

Feb 25, 2017

Midwest Striping
Name of Organization

By:

Art Plauer
President

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-07
BID #17-F-0001

SCHEDULE OF PRICES

<u>LINE ITEM NO.</u>	<u>BID ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	APPLICATION OF PAINTING MATERIALS (YEL/WH) (4")	GAL	10,904	4.50	49068.00
2	MATERIAL COST (PAINT) (YELLOW)	GAL	4,289	10.76	46149.64
3	MATERIAL COST (PAINT) (WHITE)	GAL	6,615	10.76	71177.40
4	PAVEMENT MARKING (PAINT) (WHITE) (18")	L.F.	208	.15	31.20
5	PAVEMENT MARKING (PAINT) (WHITE) (24")	L.F.	376	.20	75.20
6	PAVEMENT MARKING (PAINT) (YELLOW) (18")	L.F.	907	.15	136.05
7	DASHED LINES (PAINT) (YEL/WH)	L.F.	982	.10	98.20
8	PAVEMENT MARKING SYMBOL (PAINT) (WHITE) (TURN ARROW, LT - RT)	EACH	99	10.00	990.00
9	PAVEMENT MARKING SYMBOL (PAINT) (WHITE) (COMBINATION ARROW)	EACH	3	10.00	30.00
10	PAVEMENT MARKING SYMBOL (PAINT) (WHITE) (RR X-ING)	EACH	8	45.00	360.00
11	REMOVAL OF EXISTING PAVEMENT MARKING	L.F.	1	50.00	50.00
12	REMOVAL OF EXISTING PAVEMENT MARKING (SYMBOL)	EACH	1	50.00	50.00

NOTE: Bidder shall extend all items and total bid.

BASE TOTAL BID \$168,215.69

CONTRACTOR Curt Clausen

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-07
BID #17-F-0001

SCHEDULE OF PRICES

ALTERNATIVE BID

<u>LINE ITEM NO.</u>	<u>BID ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
13	PAVEMENT MARKING (PREFORMED THERMOPLASTIC)(WHITE) (RR X-ING)	EACH	6	865 ⁰⁰	5190 ⁰⁰
14	PAVEMENT MARKING (PREFORMED THERMOPLASTIC)(WHITE)(24")(STOP BAR)	S.F.	1	115 ⁰⁰	115 ⁰⁰

NOTE: Bidder shall extend all items and total bid.

GRAND TOTAL BID \$ 173520⁶⁹

CONTRACTOR Curt Clausen

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-07
BID #17-F-0001

CONTRACT

THIS CONTRACT, made and entered into this 15 day of March, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and Midwest Striping Inc, Party of the Second Part, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1: It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by the County as set forth in the General Clauses, the said Contractor shall furnish all labor, equipment, accessories and materials (except materials salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the improvements in a good, substantial and workmanlike manner, ready for use, and in strict accordance with the Specifications and Contract Drawings as approved and filed pursuant to law in the Office of the County Clerk of Douglas County, Kansas.

Article 2: It is hereby further agreed, that, in consideration of the faithful performance of the work by the Contractor, the County shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in amounts certified by the Engineer, in accordance with the Specifications and Contract Documents, and set forth in the Proposal as accepted by the County, subject to compliance with K.S.A 68, Article 11.

Article 3: It is hereby further agreed that Contractor will, for a period of twelve (12) months following the County's acceptance of the Contractor's work, at the request of County, correct any defects in the work due to faulty or defective materials or workmanship, without additional cost to the County; provided that neither final payment by the County nor the acceptance of the Contractor's work shall relieve Contractor, or its surety under the Performance and Maintenance Bond, from such obligation to cure any such defects.

Article 4: It is hereby further agreed that, at the completion of the work, and its acceptance by the County, all sums due the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reasons of alterations or modifications of the original contract or by reasons of "Force Account" work authorized under the Contract in accordance with the provisions of the General Clauses, will be paid the Contractor by the County within sixty (60) days after said completion and acceptance.

Article 5: It is hereby further agreed, that the "he" or "him" wherever used herein as referring to the Contractor shall be deemed to referring to the Contractor, his-her-theirs heirs, executors, administrators, successors, or assigns.

DOUGLAS COUNTY, KANSAS

PROJECT NO. 2017-07

BID #17-F-0001

CONTRACT (continued)

Article 6: It is hereby further agreed that any reference herein to the "Contract Documents" shall include all "Contract Documents" as specifically set out in the Specifications and are hereby made a part of this Contract as fully as if set out in length herein.

IN WITNESS WHEREOF, the Party of the First Part and Party of the Second Part, respectively, have caused this agreement to be duly executed the day and year first hereinwritten, in quadruplicate, all copies of which to all intents and purposes shall be considered as the original.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

County Clerk

Chairman

Date

Commissioner

Commissioner

Approved as to Legality:

Douglas County Counselor

Name of Organization

Date

By: _____

Title of Signature

BOND NO. _____

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-07
BID #17-F-0001

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, _____, as
Principal, and _____, a surety
company duly authorized to do business in the State of Kansas, as Surety, are held and firmly
bound unto the State of Kansas in the penal sum of _____
Dollars (\$_____) (the current amount of the
contract price between Principal and Owner) lawful money of the United States of America, for
the payment of which sum well and truly to be made, bind ourselves and our respective heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS,
the Principal has on the _____ day of _____, 20____, entered into a
written Agreement with the Board of County Commissioners of Douglas County, Kansas,
hereinafter called the Owner, for furnishing labor, equipment, material, and supplies used or
consumed in connection with the installation, construction of, or in making such improvements,
equipment, and services described in said Agreement, all in accordance with the plans,
specifications and other Contract Documents described therein and as supplemented and
otherwise changed during the project (the "Undertaking"). The Agreement (including but not
limited to the plans, specifications and other Contract Documents) is by reference made a part
hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal or any Subcontractor or Subcontractors of the
Principal shall pay all indebtedness incurred for the Undertaking as required under the Contract,
then this obligation shall become null and void; otherwise, it shall remain in full force and effect.
If the Principal or any Subcontractor or Subcontractors of the Principal fails to duly pay all
indebtedness incurred for the Undertaking as required under the Contract, then the Surety shall
pay the same in any amount not exceeding the amount of this obligation, together with any
interest and attorneys' fees as provided by law.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value
received, that no change, extension of time, modification, supplement, alteration or addition to
the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any
way affect its obligations on this bond. The Surety does hereby waive notice of any change,
extension of time, modification, supplement, alteration or addition to the terms or conditions of
the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond
shall be automatically increased or decreased by any change order(s) to the Contract as
approved by the Owner.

Nonpayment of the bond premium will not invalidate this bond nor shall the Owner be obligated for the payment of any bond premium.

The Surety and Principal agree that any persons interested shall have a direct right of action hereunder against the Principal and Surety.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this ____ day of _____, 20__.

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).

BOND NO. _____

DOUGLAS COUNTY, KANSAS

PROJECT NO. 2017-07

BID #17-F-0001

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, _____, as Principal, and _____, a surety company duly authorized to do business in the State of Kansas, as Surety, are held and firmly bound unto the Board of County Commissioners of Douglas County, Kansas, as Obligee, in the penal sum of _____ Dollars (\$_____) (the current amount of the contract price between Principal and Obligee), lawful money of the United States of America, for the payment of which sum well and truly to be made, bind ourselves, and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Principal has, on _____, 20____, entered into a written Agreement with the Obligee for furnishing labor, equipment, material, and supplies in connection with the installation, construction of or in making such improvements, equipment, and services described in said Agreement, all in accordance with the plans, specifications and other Contract Documents described therein and as supplemented and otherwise changed during the project. The Agreement (including but not limited to the plans, specifications and other Contract Documents) is by reference made a part hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, obligation and part of the Contract, according to the true intent and meaning in each case, and hold the Obligee harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of said Contract by said Principal or by reason of any injury to persons or property occasioned by the action of said Principal or its employees, and if said Principal maintains the improvement, equipment, and service as provided for in said Contract and make good all defects in materials and workmanship as required under the Contract, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal is, and is declared by the Obligee to be, in default under the Contract, the Surety shall remedy the default at its expense by promptly (a) completing the Contract in accordance with its terms and conditions, through its agents or independent contractors; or (b) obtaining a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee, secured by payment and performance bonds, and pay to Obligee the final cost of such agreements less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s) to the Contract as approved by the Obligee; or (c) work out such other arrangements as are accepted by Obligee in writing. The term "balance of the Contract Price," as used herein, shall mean the total amount payable by the Obligee to the Principal under the Contract, and any amendments thereto, less the amount paid by the Obligee to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value received, that no change, extension of time, modification, supplement, alteration or addition to the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, modification, supplement, alteration or addition to the terms or conditions of the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Contract as approved by the Obligee. Principal and Surety further stipulate and agree that acceptance, approval or certification of completion of work under the Contract and/or payment (final or otherwise) by Obligee shall not relieve the Principal or Surety from any liability for any failure to fully perform the Contract or any other obligation on this bond.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any bond premium.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this ____ day of _____, 20____.

Principal

By:_____

(Official Title)

Surety Company

By:_____
(Attorney-In-Fact)

By:_____
(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).
Sufficiency of the Bond Approved by:

Chairperson of Board of County Commissioners

Date: _____

Attest:

County Clerk

Date: _____

Form and Amount of Bond Approved By:

County Counselor

Date: _____

NOTE:

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety certified to include the date of the bond.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SALES TAX EXEMPTION

In accordance with the provisions of K.S.A. 79-3606 (b), this Douglas County Project qualifies for Sales Tax Exemption. A sales tax exemption certificate number will be furnished to the Contractor following award of the Contract. The Contractor shall furnish to the Engineer copies of invoices on all materials incorporated in this project.

SPECIAL PROVISIONS
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EDITION OF 2015

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DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

- (a) Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting position in any other document relating to and a part of the contract in which this attachment is incorporated. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
- (b) Agreement With Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (c) Termination Due to Lack of Funding Appropriation: If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Douglas County may terminate this agreement at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in the contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Vendor/contractor shall have the right, at the end of such fiscal year, to take possession of any unpaid equipment provided Douglas County under the contract. Douglas County will pay to the vendor/contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination, of the agreement by Douglas County, title to any such unpaid equipment shall revert to vendor/contractor at the end of Douglas County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Douglas County or the vendor/contractor.
- (d) Disclaimer of Liability: Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A 75-6101 et seq.).
- (e) Arbitration, Payment Due, Interest, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency.

Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of an invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

- (f) Representative's Authority To Contract: By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
- (g) Responsibility For Taxes: Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.
- (h) Anti-Discrimination Clause: The vendor/contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the vendor/contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County; (f) if it is determined that the vendor/contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part by Douglas County.

Parties to this contract understand that the provisions of this paragraph (h) (with the exception of those provisions relating to the ADA) are not applicable to a vendor/contractor who employs fewer than four employees during the term of such contract or whose contracts with Douglas County cumulatively total \$5,000 or less during the fiscal year of Douglas County.

SPECIAL PROVISIONS
TO THE
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EDITION OF 2015

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GENERAL DESCRIPTION/NOTES:

Douglas County Project 2017-07 consists of the application of yellow centerline markings and white edgeline markings to approximately 170 miles of roadway in accordance with the attached specifications. This project will include application of painted stop bars, diagonal lines, arrows, railroad crossing symbols, and removal of existing pavement markings as shown in the schedule of prices.

In addition, this project will include an Alternative Bid for preformed thermoplastic symbols and stop bars.

This work will be performed in two (2) sessions during the Summer/Fall of 2017 upon receipt of a "Notice to Proceed". The "Early Paint" session will be completed during the summer, the "Late Paint" session will be completed in the fall.

The Alternative Bid will be accepted on a line item by line item basis. If accepted, the equivalent line item(s) quantity in the base contract will be reduced.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	PAVEMENT MARKING MAP – COUNTY WIDE
2	PAINTED INTERSECTION, STOP BAR, AND RAILROAD CROSSING SYMBOL LOCATIONS – MAP
3	TURN ARROW DETAILS
4	RAILROAD CROSSING SYMBOL DETAILS
5	ESTIMATED INTERSECTION QUANTITIES

INTERSECTION DETAILS (FOR INFORMATION ONLY)

1	1023/1029 Intersection	16	Rte 1055/High Street Intersection
2	Berry Plastics Turn Lanes	17	1055/460 Stop Bar
3	438/1029 Intersection	18	1055/458 Stop Bar
4	442/County Line Intersection	19	460/1061 Stop Bars
5	442/1023 Intersection (Stull)	20	458/1057 Stop Bars
6	438/K-10 Intersection	21	N1175/E1550 Curve
7	15 th Street/E900 RD	22	1055/S.L.T.
8	E900/Clinton Parkway Intersection	23	31 st St (Louisiana to Haskell)
9	Rte 6 Curve	24	Rte 1061 Railroad Crossing Symbol
10	Bannings Corner Stop Bars	25	442/1057 Intersection
11	1045/458 Intersection	26	Noria RD Railroad Crossing Symbols
12	1045/460 Stop Bars	27	15 th Street Railroad Crossing Symbols
13	1055/458 Stop Bars	28	438/Kasold Intersection
14	Gun Club Spur Stop Bar	29	Rte 7 Curves
15	Rte 1055 (US 56 to Rte 12)	30	Rte 7 Railroad Crossing Symbols
		31	Folks/Peterson Curve

SPECIAL PROVISIONS
TO THE
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EDITION OF 2015

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ENGINEER:

For the performance of work under this Contract, Douglas County, Kansas will perform the duties of the Engineer, as defined in the Specifications and hereinafter is referred to as the Engineer.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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OPERATIONS OF OTHERS:

The right is reserved by the County to have other work performed by other Contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall conduct his operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Contractor shall agree, and hereby does agree, to make no claims against the County for additional compensation due to delays or other conditions created by the operations of other such parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of or adjacent to the Project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work in general harmony and in a satisfactory manner and his decision shall be final and binding upon the Contractor.

To expedite the completion of the over-all Project, it will be necessary for the work under this Contract to be coordinated with the construction under other contracts and by others. As far as possible, each Contractor shall so plan and conduct his operations and dispose of his materials as not to interfere with the operations of or damage the work of others engaged upon the construction of the overall Project. The Contractor shall perform his work in proper sequence with relation to that of the other Contractors and as the Engineer may direct. Each Contractor starting work while construction under other Contracts is in progress within the limits of the Project shall begin his work at certain locations which the Engineer may designate or approve and thereafter shall prosecute the work at such locations and in such order as the Engineer may from time to time prescribe or approve.

SPECIAL PROVISIONS
TO THE
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EDITION OF 2015

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INSPECTION:

The Contractor shall furnish access to all parts of the Project for inspection by the Engineer or authorized representative of the Engineer. The Contractor shall notify the Engineer twenty-four (24) hours in advance of beginning work which requires inspection.

SPECIAL PROVISIONS
TO THE
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EDITION OF 2015

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RIGHT-OF-WAY:

The right-of-way will be available for use by the Contractor for access roads and storage space; provided that such use does not interfere with the permanent construction of the overall Project under this or any other contract and shall be subject to similar use by other Contractors working on various parts of the Project. Such use shall not impair the safety of the traveling public. Right-of-way shall be restored by the Contractor to its original condition before final payment will be made.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SPECIFICATIONS:

The bidder and/or Contractor(s) are required to furnish their own copies of the Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, Edition of 2015.

<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

INDEMNITY PROVISION:

The Contractor hereby agrees to indemnify and hold harmless the County for any liability resulting from the injury or death of any person, including Contractor's employees, arising from unsafe conditions at the work site. "Unsafe" shall mean a failure by the Contractor to adhere to any applicable federal, state or local government standards established to protect the health, safety and welfare of the Contractor's employee, other persons at the work site, and the public in general.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

STAGING AREA

The Douglas County Public Works Department will make a staging area located at 3755 E. 25th Street, Lawrence, KS 66046 available from ten (10) days prior to the "Notice to Proceed" date until ten (10) days after completion of the project. All containers, cleaning agents, supplies, etc. shall be removed and the site left in a clean condition prior to final payment. Inside storage will be available for glass bead bundles.

The contractor shall make arrangements for deliveries during shop operating hours, 7:00 - 3:30. The contractor shall make arrangements for loading and unloading of materials during these hours. The staging area will be available after hours, with 24 hour notification, once the "Notice to Proceed" is issued.

The contractor shall assume all liability for injury to persons or property resulting from use of this site.

Remove SECTION 806 and replace with the following:

SECTION 806

DURABLE PAVEMENT MARKING

806.1 DESCRIPTION

Prepare the pavement and apply the pavement markings as shown in the Contract Documents.

When rumble strips are to be constructed on the project, construct the centerline rumble strips before installing centerline pavement marking.

BID ITEMS

UNITS

Pavement Marking (*) (**) (***) (****)	Linear Foot
Pavement Marking Symbol (*) (White) (****) (*****)	Each
*Type of Pavement Marking: Cold Plastic, Patterned Cold Plastic, Epoxy, Thermoplastic, Preformed Thermoplastic, Thermoplastic-Spray, Intersection Grade, High Durability or Multi-Component	
** Color	
*** Width	
**** Type of Symbol	
***** Contrast	

806.2 MATERIALS

Provide durable pavement marking materials that comply with **DIVISION 2200**.

806.3 CONSTRUCTION REQUIREMENTS

a. General.

(1) Equipment. Use equipment designed for the preparation and application of the appropriate type of pavement marking material.

(2) Pavement Marking Contractors. Provide a letter of certification from the pavement marking manufacturer indicating the Contractor's qualifications to install their product.

(3) Test Strip. Before beginning pavement marking operations, at a location approved by the Engineer complete a 300-foot test section for epoxy, thermoplastic, sprayed thermoplastic and multi-component pavement markings that meet the requirements of this specification. The Engineer will inspect the test strip 24 hours after it has been placed. Do not begin pavement marking operations, until the Engineer approves the test strip. The test strip may be accepted on the basis of previous year's pavement markings placed in Douglas County provided the supplier of the material has not changed.

(4) Surface Preparation. On existing pavements, remove the existing permanent, pavement markings (removed and paid for under **15-DG-808**) and according to the recommendations of the manufacturer of the new pavement markings.

Remove temporary pavement markings, if any, the same day the durable pavement markings are applied. Removal of temporary pavement marking is subsidiary to temporary pavement marking bid items.

Remove loose particles, dirt, tar, grease, residue of prior pavement markings and other deleterious material from the pavement surfaces.

(5) Alignment. Lay out the pavement marking as detailed in the Contract Documents. If the Contract Documents do not provide details, submit to the Engineer for approval, a layout plan for the pavement markings that complies to the MUTCD. Locate longitudinal pavement marking stripes a minimum of 2 inches and a maximum of 8 inches from longitudinal joints. Provide adequate guide marks (approximately 2 inches by 12 inches at approximately 30 to 50-foot intervals) for the application of the pavement markings.

When applying pavement markings at locations with newly constructed rumble strips, use the same guide marks that were used for milling the rumble strips, or when approved by the Engineer, establish a new guide mark, if the guide mark used with the rumble strips is not visible enough to follow.

(6) Pavement Marking Width. Apply the pavement markings at the specified plan width or a maximum of $\frac{1}{4}$ inch above the specified plan width. See **TABLE 806-3** for minimum pavement marking widths.

(7) Pavement Marking Application. Provide the Engineer with a copy of the manufacturer's application instructions. Apply the pavement markings according to the manufacturer's recommendations.

Follow the manufacturer's recommendations regarding pavement and ambient temperature at the time of application. The Engineer will verify the pavement and ambient temperatures before beginning work and when deemed necessary.

Apply pavement markings straight and close to the intended alignment without abrupt changes that result in an unacceptable appearance.

Meet the minimum retroreflectivity requirements in **TABLE 806-1**.

(8) Unsatisfactory Pavement Marking. Remove and replace unsatisfactory pavement marking according to the Contract Documents.

(a) General. Remove and replace pavement markings that:

- have drag marks, gashes, gouges, foreign covering, discolored areas or areas that have failed to solidify.
- have improper adhesion, length or thickness.
- have areas that present a ragged appearance, areas that do not present sharply defined edges, or areas with abrupt unintended changes in alignment.

(b) Alignment. Lines that deviate laterally from the intended alignment more than 2 inches in 200 feet may be rejected.

(c) Width. The Engineer will take a minimum of 10 width measurements per color line randomly spaced every 1 mile. Remove and replace the deficient widths of pavement markings so the total length of deficiency in any 1 mile section is less than 300 feet.

(d) Retroreflectivity. See **TABLE 806-1** for minimum retroreflectivity requirements for pavement marking.

TABLE 806-1: MINIMUM RETROREFLECTIVITY REQUIREMENTS

Type of Material	Color	millicandelas/sq m/lux* (minimum) (Initial)
Cold Plastic	White	250
	Yellow	175
Patterned Cold Plastic	White	500
	Yellow	300
Epoxy or Multi-Component	White	325
	Yellow	250
High Durability Tape	White	225
	Yellow	175
Thermoplastic, Preformed Thermoplastic or Spray Thermoplastic	White	300
	Yellow	225

NOTE: Provide an acceptable 100-foot retroreflectometer to use on the project which will remain the property of the Contractor. In the presence of the Engineer, measure the retroreflectivity between 12 hours and 14 days after the application of all pavement markings. Take a minimum of 5 randomly spaced readings per color line every 1 mile. The Engineer will average all of the readings for each color line within the 1 mile section to determine the retroreflectivity.

If the pavement markings have a retroreflectivity reading as measured for **TABLE 806-1** (in any 1 mile section) less than that shown in **TABLE 806-2**, remove and replace the entire 1 mile section.

TABLE 806-2: RETROREFLECTIVITY READINGS REQUIRING REMOVAL OF PAVEMENT MARKING

Type of Material	Color	Retroreflectivity reading (R) in a 1 mile section (millicandelas)
Cold Plastic	White	200
	Yellow	125
Patterned Cold Plastic	White	450
	Yellow	250
Epoxy or Multi-Component	White	275
	Yellow	200
High Durability Tape	White	175
	Yellow	125
Thermoplastic, Preformed Thermoplastic or Spray Thermoplastic	White	250
	Yellow	175

(9) Acceptance of Pavement Marking. The Engineer will not examine pavement marking for final acceptance until the pavement markings complete a 180 calendar day observation period. The Contractor is responsible for the pavement marking during this period. The 180 calendar day observation period begins the day following the completion of the pavement marking. Providing all other work on the contract is complete, the Engineer will not assess working day charges during the 180 calendar day observation period.

Immediately following the 180 day observation period, arrange with the Engineer to have a joint meeting to examine the pavement marking. The Engineer will provide written results of the final examination to the Contractor within 5 business days of the joint meeting.

Before the project is accepted, replace all failed pavement markings, at own expense. The pavement marking is failed, when more than 10% of the substrate is exposed in a 2,000-foot section of longitudinal pavement marking line. The transverse lines and symbols will be evaluated separately for the exposure of 10% substrate. Abrasion of pavement marking at private entrances or intersections may be excluded from examination.

If the Contractor fails to complete the required replacement of pavement markings within 10 business days of the date of the notice of the unacceptable pavement markings, during which the application of pavement markings is not precluded by adverse weather or road surface conditions, the Engineer, after giving the Contractor written notice, will reinstate the assessment of working day charges or Liquidated Damages. Working day charges or Liquidated Damages will continue until the work is accepted.

If more than 30% of pavement marking is required to be replaced, the replacement pavement markings will not be accepted until the completion of an additional 180 calendar day observation period.

The Engineer will, upon satisfactory inspection of the pavement marking, accept the work and terminate the Contractor's responsibilities.

b. Cold Plastic/Patterned Cold Plastic Pavement Marking. Grind an inset for the pavement marking into the surface of the pavement. Grind the inset 0.08 inches (+ 0.01 inch tolerance) deep, with the width and length of the inset a maximum of 2 inches greater than the dimensions of the pavement marking.

On new or existing PCCP, cut the marking tape at any joint in the pavement that is crossed by the tape.

Apply adhesive-sealer primer of a type recommended by the manufacturer. Primer is required on all tape applications regardless of temperature, date or season.

c. Epoxy Liquid Pavement Marking. When pavement markings are applied to PCCP (including concrete bridge decks) less than 1 year old, remove all curing compounds and laitance by shot, sand or waterblasting.

Use a slower curing epoxy material (40 minutes) for pavement markings applied to PCCP. For other surfaces, fast setting (10 minutes) epoxy material may be used with approval of the Engineer.

Apply the epoxy liquid material closely behind the surface cleaning procedures.

Before mixing the components of the pavement marking material, heat the individual components to the temperature ranges recommended by the manufacturer of the material. Do not exceed the maximum recommended temperature at any time.

Apply the epoxy liquid pavement marking material at a thickness of 20-25 mils on all pavement. Immediately apply all glass beads (double drop system or blended bead) to the epoxy liquid pavement marking at the glass bead gradation and bead drop rate recommended by the manufacturer to obtain the required level of retroreflectivity.

d. Multi-Component Liquid Pavement Marking. When pavement markings are applied to PCCP (including concrete bridge decks) less than 1 year old, remove all curing compounds and laitance by shot, sand or waterblasting. For intersection grade multi-component, grind the inset 15 mil (+10 mil tolerance) deep, with the width and length of the inset a maximum of 2 inches greater than the dimensions of the pavement marking on concrete surfaces.

Multi-component liquid pavement marking will only be allowed for use on concrete pavement on a pre-qualified basis.

Apply the multi-component liquid material closely behind the surface cleaning procedures.

Before mixing the components of the pavement marking material, heat the individual components to the temperature ranges recommended by the manufacturer of the material. Do not exceed the maximum recommended temperature at any time.

Apply the multi-component liquid pavement marking material at the thickness of 20-25 mils on all pavement. Immediately apply the glass beads (double drop system or blended drop) to the multi-component liquid pavement marking at the glass bead gradation and bead drop rate recommended by the manufacturer to obtain the required level of retroreflectivity.

e. Intersection Grade Pavement Marking.

(1) Multi-Component. Follow **subsection 806.3d**.

(2) High Durability Tape. Grind an inset for the pavement marking into the surface of the pavement. Grind the inset 80 mil (+10 mil tolerance) deep with the width and length of the inset a maximum of 2 inches greater than the dimensions of the pavement marking. Apply adhesive-sealer primer of a type recommended by the manufacturer. Primer is required on all tape applications regardless of temperature, date or season.

On new or existing PCCP, cut the marking tape on either side of any joint in the pavement that is crossed by the tape.

(3) Preformed Thermoplastic. Grind the inset 40 mil (+ 20 mil tolerance) deep with the width and length of the inset a maximum of 2 inches greater than the dimensions of the pavement marking on concrete surfaces.

Use a heating device recommended by the material manufacturer to fuse the preformed thermoplastic to the pavement. Apply adhesive-sealer primer of a type recommended by the manufacturer. Primer is required on all preformed applications on concrete regardless of temperature, date or season.

Apply the pavement markings as recommended by the manufacturer.

f. All Thermoplastic Pavement Marking. The Engineer will verify the thickness of the thermoplastic pavement marking. Thickness will be checked by placing metal plates or other suitable material of known thickness in a 3-foot section along the path of application at 2 to 3 locations. After the application of the thermoplastic material, the samples will be cut free. The material thickness will be measured using either a micrometer or vernier calipers (with proper correction for the metal plate). The thickness recorded for the locations within the 3-foot section will be averaged. Initially, thickness determinations will be made every $\frac{1}{3}$ mile for each color and each stripe

width. Once a pattern of compliance is established, the Engineer may reduce the frequency of thickness verification to once each 1 mile section. Failure of a section will require testing to return to the initial frequency until compliance may be re-established. The location of the 3-foot sample segment within the sample section will be selected at random.

The Contractor may provide other devices for gauging thickness to the Engineer for approval.

Apply thermoplastic pavement markings between April 15 and October 15. If the manufacturer's recommendations allow, the Engineer may waive the date restrictions. The Engineer will notify the Contractor in writing of any allowed variance.

(1) Thermoplastic Pavement Marking. The required thickness for longitudinal markings is a minimum of 90 mil at the edges, and a maximum of 125 mil at the center of the stripe. The required thickness for transverse markings and symbols is a minimum of 90 mil at the edges, and a maximum of 140 mil at the center.

For transverse markings on concrete, grind the inset 40 mil (+20 mil tolerance) deep, with the width and length of the inset a maximum of 2 inches greater than the dimensions of the pavement marking on concrete surfaces.

Apply the binder-sealer according to the manufacturer's recommendations. Primer is required on all transverse applications on concrete regardless of temperature, date or season. The Engineer will not approve the application of the thermoplastic material until the binder-sealer applied to the pavement is devoid of all solvent or water.

Apply prepared thermoplastic material in a molten state within a temperature range of 400 to 440°F. The Engineer will not approve the use of scorched material or prepared material that has been maintained at 440°F for a period exceeding 4 hours.

Apply glass beads (double drop system or blended bead) to the thermoplastic pavement marking at the glass bead gradation and bead drop rate recommended by the manufacturer to obtain the required level of retroreflectivity.

g. Leading/Trailing Configuration. Installation of leading/trailing pavement markings may be used for intermittent markings on concrete or asphalt surfaces. The trailing (black) pavement marking shall be placed concurrently to the white pavement marking line when applied to the roadway.

Apply black, opaque coal slag (20-40 mixture) to the trailing pavement marking line at a rate of 8-10 pounds per gallon of liquid pavement marking to achieve a skid resistance value of 50 BPN.

Apply leading/trailing pavement markings that follow the same space configuration as broken lines, dotted extension and lane drop markings in the Contract Documents.

806.4 MEASUREMENT AND PAYMENT

The Engineer will measure the various widths and colors of pavement markings by the linear foot. When the Contract Documents specify that the contrast pavement markings are installed in a leading/trailing configuration, the Engineer will measure the black pavement marking and white pavement marking separately by the linear foot.

The Engineer will measure each symbol.

The Engineer will pay for 90% of the completed quantity for each of the various widths and colors of pavement marking and symbols. Upon acceptance of the pavement markings following the 180 day observation period, the Engineer will pay for the remaining 10% of the completed quantity for each of the various widths and colors of pavement marking and symbols.

When necessary, removal of permanent pavement markings will be measured and paid for under **SECTION 808**. Removal of temporary pavement markings is subsidiary to the temporary pavement marking item.

Payment for "Pavement Marking" and "Pavement Marking Symbol" at the contract unit prices is full compensation for the specified work.

Pay adjustments for width and retroreflectivity deficiencies (see **TABLES 806-3** and **4**) will be entered on the Contractor's Payment Vouchers (intermediate and final) under the bid item Contract Deduct.

TABLE 806-3: DURABLE PAVEMENT MARKING WIDTH DEFICIENCY DEDUCTION (Epoxy, Thermoplastic, Spray Thermoplastic and Multi-Component)			
Specified Width (inches)	Actual Width (inches)	Distance (D) the width is deficient in any 1 mile section	Deduction
4	3 ³ / ₄ to 4	$D \leq 50$	No deduction.
4	3 ³ / ₄ to 4	$50 < D < 300$	20% deduction of the contract line item for the entire 1 mile section.
6	5 ³ / ₄ to 6	$D \leq 50$	No deduction.
6	5 ³ / ₄ to 6	$50 < D < 300$	20% deduction of the contract line item for the entire 1 mile section.

TABLE 806-4: DURABLE PAVEMENT MARKING RETROREFLECTIVITY DEDUCTION*			
Type of Material	Color	Retroreflectivity reading (R) in a 1 mile section (millicandelas)	Deduction of the contract line item for the entire 1 mile section
Cold Plastic	White	$225 \leq R < 250$	15%
		$200 \leq R < 225$	25%
	Yellow	$150 \leq R < 175$	15%
		$125 \leq R < 150$	25%
Patterned Cold Plastic	White	$475 \leq R < 500$	15%
		$450 \leq R < 475$	25%
	Yellow	$275 \leq R < 300$	15%
		$250 \leq R < 275$	25%
Epoxy or Multi-Component	White	$300 \leq R < 325$	15%
		$275 \leq R < 300$	25%
	Yellow	$225 \leq R < 250$	15%
		$200 \leq R < 225$	25%
High Durability Tape	White	$200 \leq R < 225$	15%
		$175 \leq R < 200$	25%
	Yellow	$150 \leq R < 175$	15%
		$125 \leq R < 150$	25%
Thermoplastic, Preformed Thermoplastic or Spray Thermoplastic	White	$275 \leq R < 300$	15%
		$250 \leq R < 275$	25%
	Yellow	$200 \leq R < 225$	15%
		$175 \leq R < 200$	25%

*Retroreflectivity readings used for calcul

REMOVE SECTION 807 and replace with the following:

SECTION 807

PAINTED PAVEMENT MARKING

807.1 DESCRIPTION

Apply pavement markings as shown in the Contract Documents.

BID ITEMS

Application of Painting Materials (Yel/Wh) (4")
 Material Cost (Paint) (Yellow)
 Material Cost (Paint) (White)
 Pavement Marking (Paint) (*) (**)
 Dashed Lines (Paint) (*) (**)
 Pavement Marking Symbol (Paint) (White) (***)

UNITS

Gallon
 Gallon
 Gallon
 Linear Foot
 Linear Foot
 Each

* Color

** Width

*** Type of Symbol

807.2 MATERIALS

Provide paint that complies with **Special Provision 15-DG-2215** and **SECTION 2200**.

807.3 CONSTRUCTION REQUIREMENTS

a. Equipment. Use self-propelled or truck-mounted equipment designed for the purpose of applying painted pavement markings of the type, width and thickness required. Hand application or towing of the equipment will be allowed for smaller areas as approved by the Engineer. Equip the machine with an adjustable guide-on to obtain proper placement of the line. On previously painted routes, the striping machine shall be capable of accurately superimposing lines upon the existing pavement markings.

b. Surface Preparation. The County will broom all routes prior to painting operations.

c. Alignment. The County will assist the contractor in laying out all intersection details prior to painting operations. The contractor shall locate all longitudinal pavement marking stripes a maximum of six inches from the existing longitudinal joints. If longitudinal pavement markings are not properly aligned with the "True" centerline of the roadway, the Engineer will require the contractor to place guide marks (2 in. by one foot at 50 ft. intervals) for the application of the pavement markings.

d. Pavement Marking Application. Provide the Engineer with a copy of the manufacturer's application instructions. Apply paint according to the manufacturer's recommendations.

Apply paint at a wet film thickness of 18 mils at an approximate rate of 3.77 gallons per 1,000-foot for 4-inch solid line, and 0.95 gallons per 1,000-foot for 4-inch broken line. For other widths of marking, increase the amount of paint proportionally.

Apply glass beads to the painted line at a rate of 6 pounds of glass beads for each gallon of paint. Use an automatic bead dispenser attached to the striping machine in such a manner that the beads are dispensed almost instantaneously upon the line as it is being installed. Equip the glass bead dispenser with an automatic cut-off control synchronized with the cut-off of the paint.

Intermittent skip lines shall be painted as 12.5 Feet segments with 37.5 Feet gaps for a 50 Foot cycle. Double centerlines should consist of 4" lines separated by a 4" space.

Do not apply the paint when the air temperature is below 40°F, upon damp or frosted surfaces, or when, in the opinion of the Engineer, conditions are not satisfactory for the work.

The Engineer will check the painted wet film thickness at the beginning of each day, and at varied intervals throughout the day to insure that the materials are being placed at the proper thickness. The Engineer shall be notified prior to making any adjustments that will vary the mil thickness.

e. Replacement of Unsatisfactory Pavement Marking. Apply pavement markings straight and close to the intended alignment without abrupt changes that result in an unacceptable appearance. Lines that deviate laterally from the intended alignment more than 2 inches in 200 feet may be rejected.

Remove and replace pavement markings that have:

- drag marks,
- gashes,
- gouges,
- foreign covering,
- discolored areas,
- areas that have failed to solidify,
- improper adhesion,
- improper width, length or thickness,
- areas that present a ragged appearance,
- areas that do not present sharply defined edges,
- areas with abrupt unintended changes in alignment.
- Do not meet **TABLE 807-1**.

TABLE 807-1: PAINTED PAVEMENT MARKING MINIMUM RETROREFLECTIVITY REQUIREMENTS		
TYPE OF MATERIAL	COLO R	millicandelas/sq m/lux* (minimum) (Initial)
Waterborne Traffic Paint	White	250
	Yellow	175

NOTE: Provide an acceptable 100-foot retroreflectometer to use on the project which will remain the property of the Contractor. In the presence of the Engineer, measure the retroreflectivity between 12 hours and 7 days after the application of all pavement markings. Take a minimum of 5 randomly spaced readings per color line every 1 mile. The Engineer will average all of the readings for each color line within the 1 mile section to determine the retroreflectivity.

Removal and replacement of unsatisfactory pavement marking will be at the Contractor's expense.

807.4 MEASUREMENT AND PAYMENT

The Engineer will measure the "Application of Painting Materials (Yel/Wh)(4)" by the actual amount of Gallons applied and accepted.

The Engineer will measure the "Materials Cost (Paint)(Yellow) or (White)" by the actual amount of painting materials in Gallons applied and accepted. Glass Beads shall not be paid for directly, but shall be subsidiary to other bid items.

The Engineer will measure the painted pavement marking by the linear foot for the various widths and classes.

The Engineer will measure each symbol.

Payment for "Application of Painting Materials (Yel/Wh)(4)", "Material Cost (Paint)(Yellow) or (White)", "Pavement Marking (Paint)", Dashed Lines (Paint), and "Pavement Marking Symbol (Paint) (White)" at the contract unit prices will be full compensation for the specified work.

REMOVE SECTION 808 and replace with the following:

SECTION 808

REMOVAL OF EXISTING PAVEMENT MARKINGS

808.1 DESCRIPTION

Remove the existing pavement markings and symbols as shown in the Contract Documents.

BID ITEMS

Pavement Marking Removal
Pavement Marking Removal (Symbols)

UNITS

Linear Foot
Each

808.2 MATERIALS - None specified.

808.3 CONSTRUCTION REQUIREMENTS

a. Removal of Existing Stripes and Symbols. Completely remove the existing pavement markings and symbols without damaging the asphalt, chip seal, or concrete pavement surface or longitudinal and transverse joints. Waterblasting will be allowed for removal of markings on all surface types on a performance basis.

As the work progresses, remove all material deposited on the pavement as a result of the removal operations. Continuously remove all residue and dust, especially in areas near the traveling public.

When replacement of the removed existing markings is a part of the Contract Documents, follow the manufacturer's requirements for the new pavement markings as to the method of removal of the existing markings, or surface preparation requirements.

b. Repair. Use methods approved by the Engineer to repair all pavement damaged during the pavement marking removal operations. Any repairs needed will be at the contractor's expense.

c. Symbols. A symbol will be defined as a complete Railroad Crossing Symbol (includes all the 24" wide bars and the stop bar located nearest to the crossing), "X's" and "R's". An "ONLY" or an "Arrow" would be classified as a symbol.

808.4 MEASUREMENT AND PAYMENT

The Engineer will measure the removal of each skip and solid line of existing pavement marking by the linear foot. NOTE: Removal of temporary pavement marking is subsidiary to the temporary pavement marking bid item.

The Engineer will measure each removal of existing pavement marking symbols for payment.

Payment for "Pavement Marking Removal", and "Pavement Marking Removal (Symbols)" at the contract unit prices is full compensation for the specified work.

REMOVE SECTION 2212 and replace with the following:

SECTION 2212

PREFORMED THERMOPLASTIC PAVEMENT MARKING MATERIAL

2212.1 DESCRIPTION

This specification covers preformed thermoplastic materials suitable for use as reflecting pavement markings on chip and seal, asphalt, and concrete pavements. A manufacturer recommended heat source fuses the markings to the different pavement types. Glass beads are pre-mixed into the material furnished, and also must be applied to the surface either before or after fusion to the pavement. Upon cooling, the material produces an adherent reflectorized marking of specified thickness and width, capable of resisting deformation by traffic.

2212.2 REQUIREMENTS

a. General.

- (1) Provide the material in white and/or yellow as specified.
- (2) Provide material with a minimum thickness of 0.1 inch as supplied by the manufacturer.
- (3) Provide material that is resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt, or adverse weather conditions.
- (4) After application, the material must exhibit no appreciable deformation or discoloration, remain tack free, and not lift from the pavement under normal traffic conditions within a road temperature range of 20 to 150°F.
- (5) Provide material that is capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures.

b. Color. Provide thermoplastic that meets the requirements of ASTM D 6628.

c. Retroreflectivity. Provide preformed thermoplastic that meets the minimum retroreflectivity requirements in **TABLE 2212-1**, using an acceptable 30-meter retroreflectometer.

TABLE 2212-1: PREFORMED THERMOPLASTIC RETROREFLECTIVITY REQUIREMENTS	
COLOR	millicandelas/sq m/lux (min.)
White	300
Yellow	225

d. Thermoplastic Material and Premix Beads.

- (1) Provide thermoplastic material that complies with AASHTO M 249 with exception of the relevant differences due to the material being supplied in a preformed state.
- (2) All pigments must be heavy metal free, including, but not restricted to lead, cadmium, and mercury.

e. Glass Beads for Drop-on Application. Provide glass beads according to the thermoplastic manufacturer's recommendations.

2212.3 TEST METHODS

a. Thermoplastic Material and Premix Beads. AASHTO T 250

2212.4 PREQUALIFICATION

a. Manufacturers interested in prequalifying material under this specification must provide at least 100 linear feet of each color to the Engineer of Tests. Also, include a copy of the quality control test report for each lot of material, material safety data sheets, and a complete set of installation recommendations and instructions.

b. If the material complies with all laboratory requirements, the manufacturer will be contacted to arrange for the field evaluation. The field evaluation will consist of 2 or 3 test projects at times and locations as determined by the Bureau of Transportation Safety and Technology. Manufacturers must specify if the material may be used on chip and seal, asphalt, and concrete surfaces or only on certain surface types.

Duration of the test project will be dependent on the submittal of test data from the AASHTO National Transportation Product Evaluation Program (NTPEP). Forward an official copy of the test data along with evidence that the material referenced is identical to that submitted for prequalification to the Engineer of Tests for evaluation. Materials with no test data will have a test project duration of 18 months; materials with test data will have a test project duration of 12 months. Materials will be evaluated initially and every 3 to 6 months throughout the duration of the test project for retroreflectivity, color and durability.

c. The material will be evaluated for compliance with all requirements of this specification, and the manufacturer will be notified of the results. The Bureau of Construction and Materials will maintain a list of qualified materials and installation instructions. Products will remain on the prequalified list as long as field performance is satisfactory and the results of verification testing are consistently acceptable. Report any changes in formulation to the Engineer of Tests for review and evaluation to determine if requalification is necessary.

2212.5 BASIS OF ACCEPTANCE

a. Thermoplastic Material.

- (1) Prequalification as required by **15-DG-22012**.
- (2) Receipt and approval of a Type C certification as specified in **DIVISION 2600** for each lot of material used.

b. Glass Beads for Drop-on Application.

- (1) Receipt and approval of a Type D certification as specified in **DIVISION 2600**.
- (2) Copies of testing results for each lot of beads used on the project.

REMOVE SECTION 2215 and replace with the following:

SECTION 2215

PAVEMENT MARKING PAINT

2215.1 DESCRIPTION

This specification covers water-borne pavement marking paint and glass beads suitable for use as retroreflective pavement markings on portland cement concrete, asphalt and chip and seal pavements.

2215.2 REQUIREMENTS

a. Paint. Use white or yellow paint that is specifically manufactured for use as pavement markings. Formulate the paint to consist of acrylic resin, lead free pigments and water as the solvent. The paint must comply with volatile organic compound (VOC) requirements, be lead and other toxic heavy metal free, and exhibit the following qualities:

(1) Formulation:

Yellow paint- The pigment of the Yellow paint shall consist of the following for each 100 gallons of paint:

- A. 30 lbs. of approved Hansa Yellow
- B. 17 lbs. of Rutile Titanium Dioxide
- C. Other such extender pigments as necessary to produce a close match to the yellow color requirement.

White and yellow paint shall be composed of 100% acrylic polymer, which shall be Rohm and Haas HD-21 acrylic resin or Dow Chemical's DT400.

(2) Dry-Opacity: A contrast ratio of not less than 0.96 when the paint is applied with a 0.012 inch film applicator.

(3) Daylight Reflectance: Daylight Reflectance of the white paint not less than 80% relative to magnesium oxide.

(4) Color: Provide paint that meets the requirements of ASTM D 6628.

(5) Bead Embedment: At least 90% of the glass beads must be embedded between 50 and 70%.

(6) Dry to No Pick-Up Time: Maximum 5 minutes when tested according to KT-MR1

b. Glass Beads for Pavement Marking Paint. Provide glass beads according to the paint manufacturer's recommendations.

2215.3 TEST METHODS

a. Paint.

(1) Dry Opacity. ASTM D 2805.

(2) Daylight Reflectance. ASTM E 1347.

(3) Bead Embedment. Apply paint to a Leneta plain white paper chart at a wet film thickness of 0.025 inch followed immediately by an application of glass beads (AASHTO M 247, Type 3) dropped onto the surface of the paint. After drying for at least 24 hours observe the amount of bead embedment with a 30-power microscope.

(4) No Pick-Up Time. ASTM D 711.

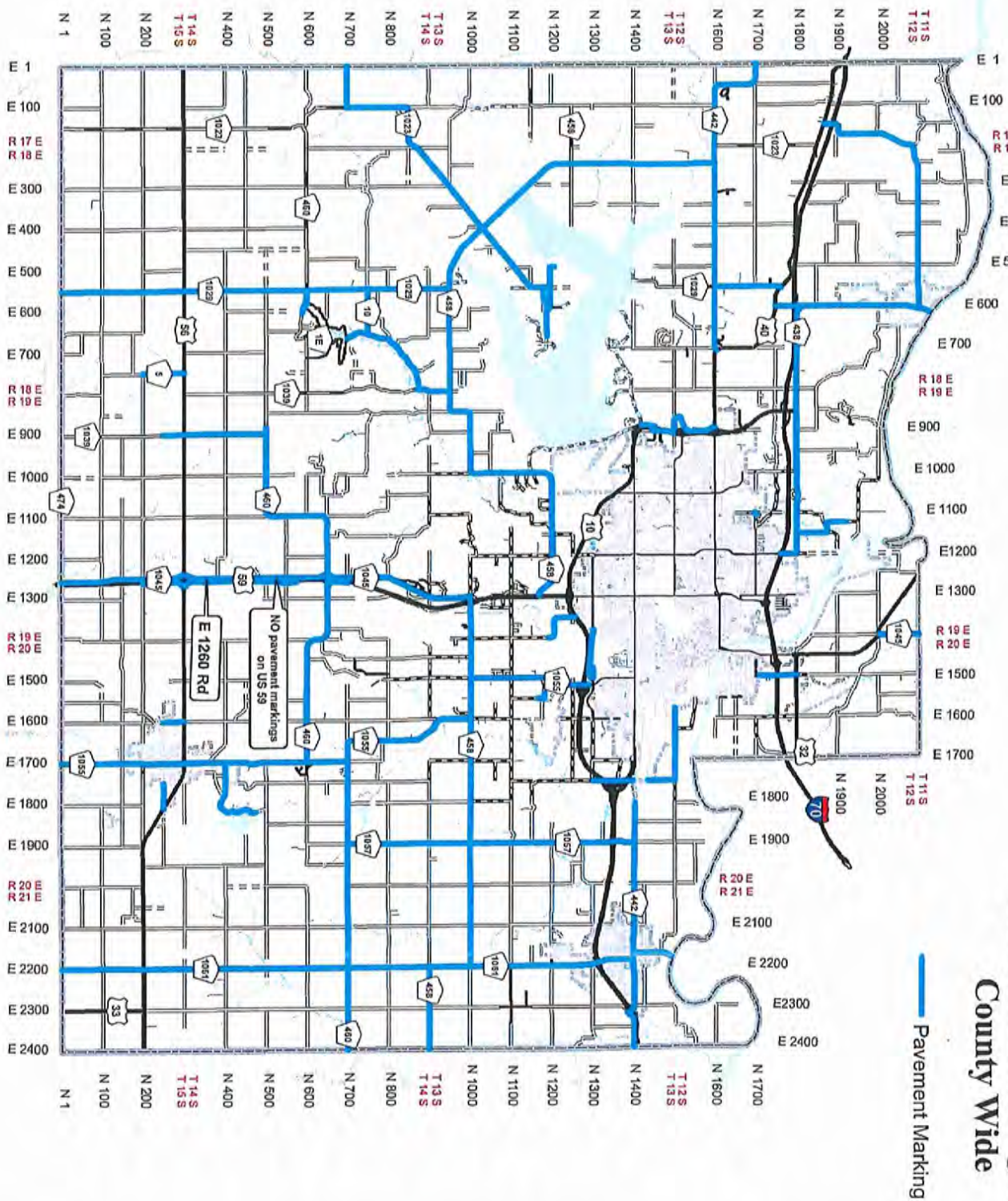
2215.4 PREQUALIFICATION

None Required.

2215.5 BASIS OF ACCEPTANCE

Acceptance of pavement marking paint and glass beads will be made on the basis of Type D certifications as specified in **DIVISION 2600**, copies of testing results for each lot of beads used on the project, and visual inspection of performance and consistency on the job site.

Pavement Marking Map- County Wide



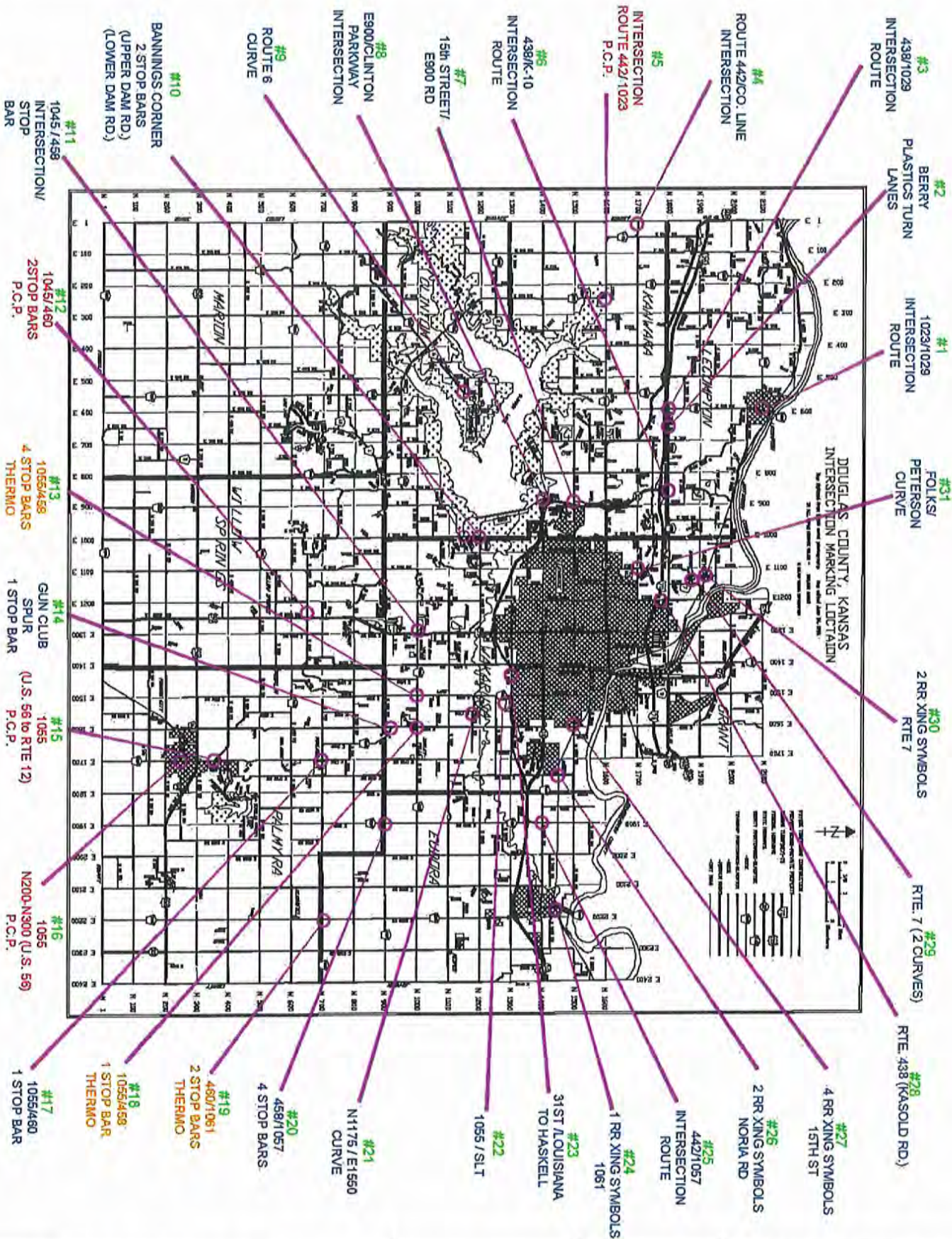
Douglas County Public Works
PAVEMENT MARKING MAP COUNTY WIDE

SHEET — OF —

Project	PAVEMENT MARKING
Project No.	20240
Designed By	411
Checked By	411
Drawn By	28. 28.
Date	2.8.2024



Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044



Douglas County Public Works
PAVEMENT MARKING LOCATION MAP

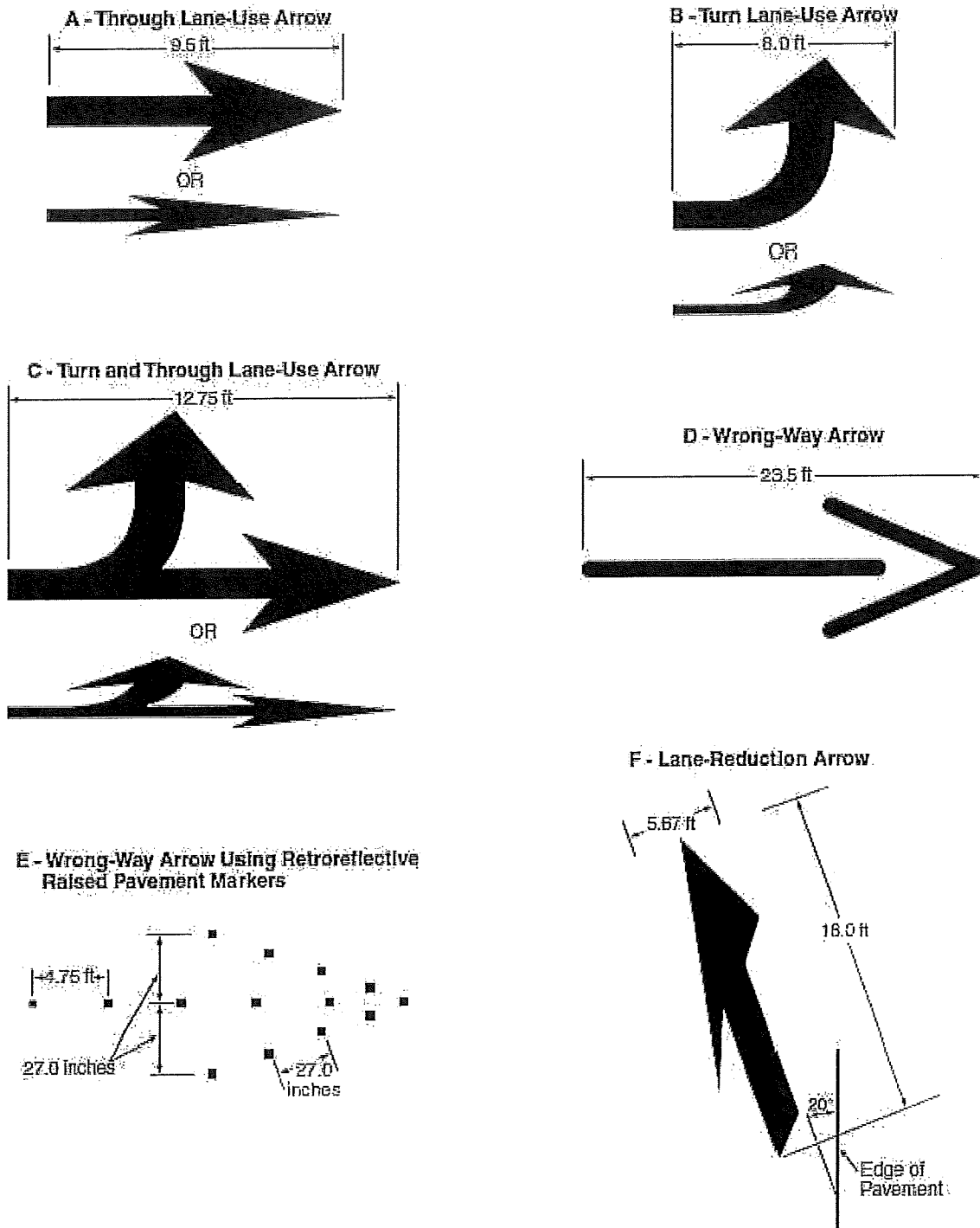
SHEET ___ OF ___

Project No.	
Project Name	
Designed By: R.R.	Drawn By: Z.W.
Checked By:	Date:



Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044

Figure 3B-24. Examples of Standard Arrows for Pavement Markings

**Notes:**

1. Typical sizes for normal installation; sizes may be reduced approximately one-third for low-speed urban conditions; larger sizes may be needed for freeways, above average speeds, and other critical locations.
2. The narrow elongated arrow designs shown in Drawings A, B, and C are optional.
3. For proper proportion, see the Pavement Markings chapter of the "Standard Highway Signs and Markings" book (see Section 1A.11).

Sect. 3B-20

December 2003

Figure 8B-6. Example of Placement of Warning Signs and Pavement Markings at Grade Crossings

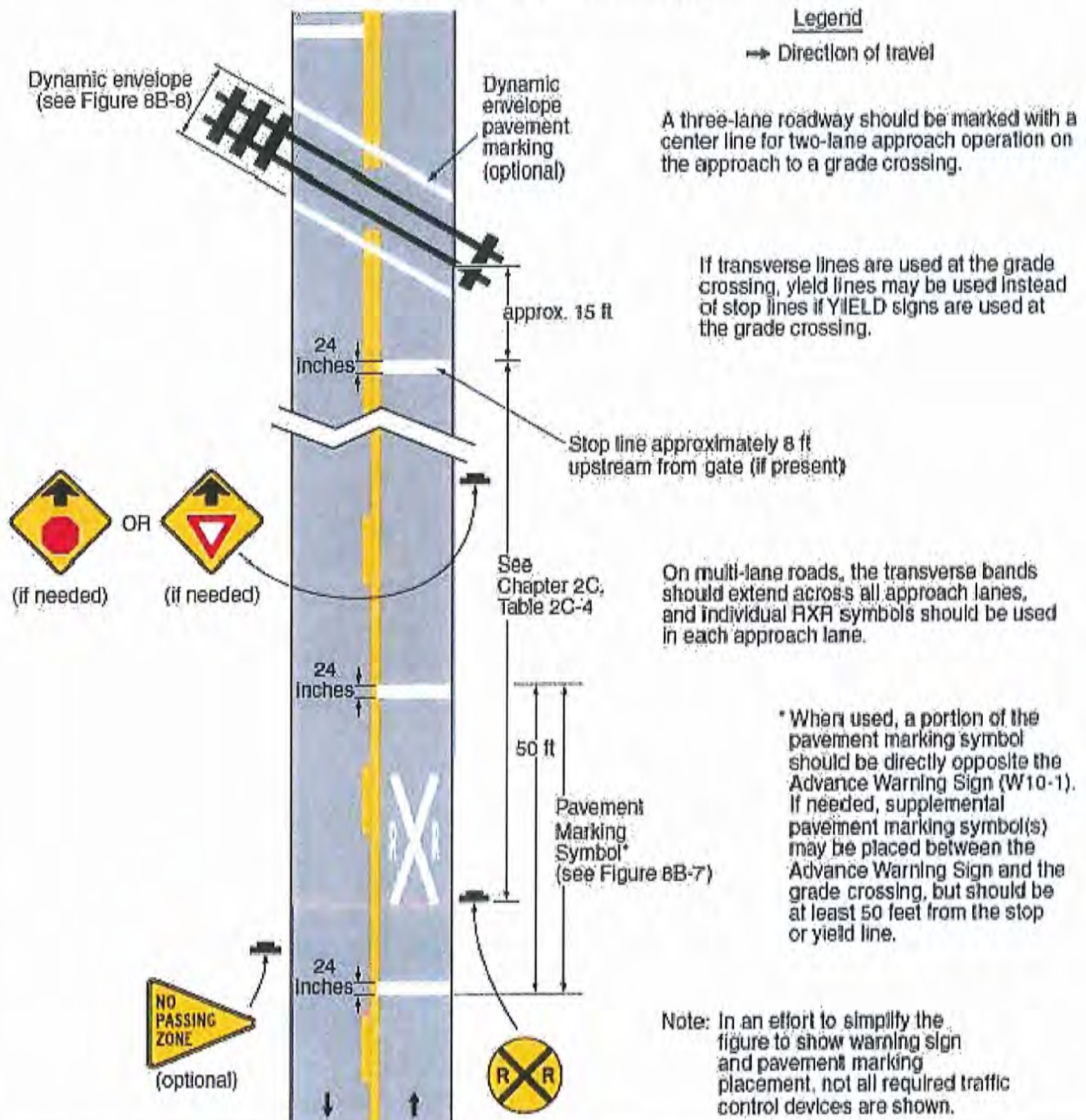
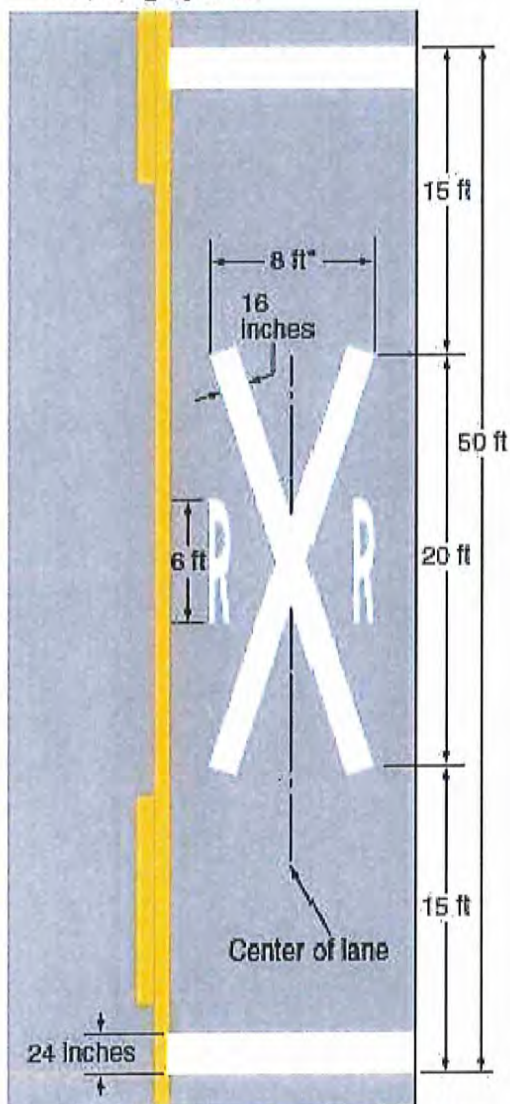


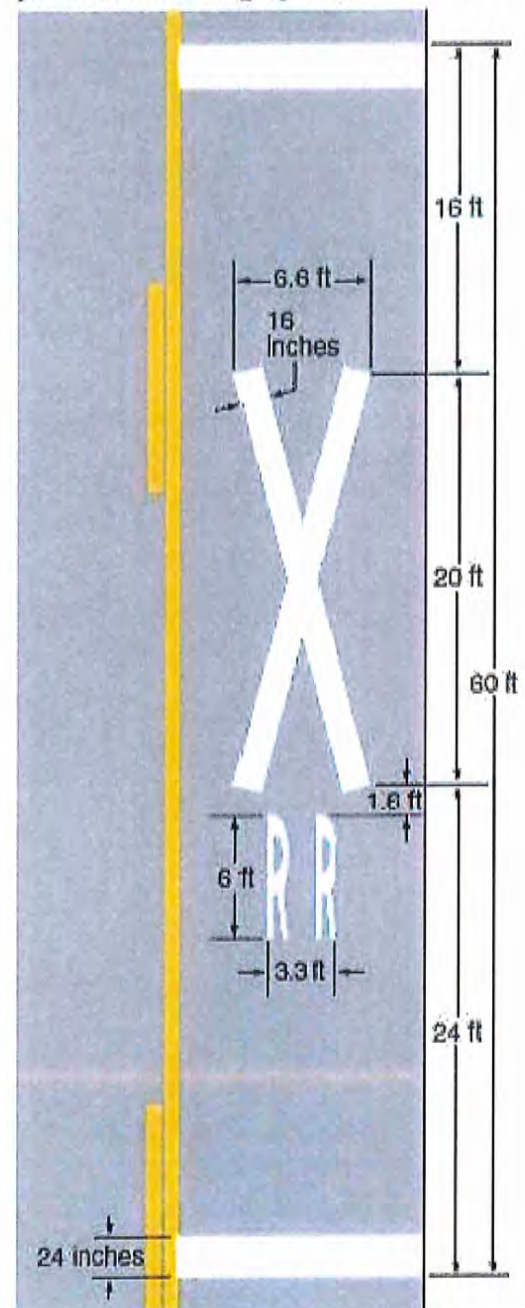
Figure 8B-7. Grade Crossing Pavement Markings

A - Grade crossing pavement marking symbol



*Width may vary according to lane width

B - Grade crossing alternative (narrow) pavement marking symbol



Note: Refer to Figure 8B-6
for placement



DOUGLAS COUNTY PUBLIC WORKS ESTIMATED INTERSECTION QUANTITIES

WHITE PAINT													YELLOW PAINT	
No.	LOCATION		24" STOP BAR (L.F.)	24" x 8' CROSS WALK	18" DIAG. LINES (L.F.)	4" DASHED LINES	6" DASHED LINES	6" TURN LANE	LEFT ARROW (EA.)	RIGHT ARROW (EA.)	COMBINATION ARROW (EA)	RR XING SYMBOL	4" DASHED LINES	18" DIAG. LINES (L.F.)
1	Rte 1023 & Rte 1029							325	3	3				73
2	Rte 438 @ Berry Plastics					83		821	6	7				128
3	Rte. 438 & Rte. 1029		43			300		844	8	5				80
4	Rte. 442 & County Line							385						62
5	Rte 442/1023 (Stall)							283	2	2				72
6	Rte. 438 & K-10		28					1,110	8	6				126
7	15th Street (E900 RD)			88			250							
8	E900/Clinion Parkway (Ludy's Luch)						65	323	2					122
9	Rte 6 Curve													
10	Bannings Corner (C.O.E.)/Upper Dam Rd		18											
10	Bannings Corner (C.O.E.)//Lower Dam Rd		11											
11	Rte. 1045/458		30											
12	Rte 1045/460		55											98
13	Rt. 1055/458 (N1000-E1500)		68											
14	Route 1055/E900 (Gun Club Spur)		17											
15	Rte 1055 (US-56 to Rte 12)		40					631	34	2				
16	Rte 1055 (N200-N300) (US-56)		79					246	6					75
17	Rte 1055/460 (N700-E1700)		15											
18	Rte 1055/460 & Rte 458(N1000-E1600)		18											
19	Rte 460 & Rte 1051		23											
20	Rte 458/1057 (N1000-E1800)		71											
21	N1175/E1550 Curve (Wakanusa Trshp)													
22	Rt 1055 @ SLT		42				208							485
23	31st Street (Louisiana-Oz Highway)						10 220							
24	Rte 1061 (RR)											1		
25	Rte 442 & Rte 1057		37		208	160		582	3		3			98
26	Noria Rd. (RR)											2		
27	East 15th ST (RR)											4		
28	Rte. 438 (Kasold Rd)													50
29	Rte. 7 (2 Curves)					208							231	
30	Rte. 7 (RR)											2		
31	Folk/Peterson Curve (Wakanusa Trshp)						170							
PAINT TOTALS:		1	621	88	208	751	10893	5600	72	33	3	9	231	1468
2017 CONTRACT TOTALS:		1	376	0	208	751	485	5354	66	33	3	8	231	907

NOTE: These quantities are estimated and shown for information only.

QUANTITY IS POP TAPE

THERMOPLASTIC PLACED IN 2016 by Chris Clausen

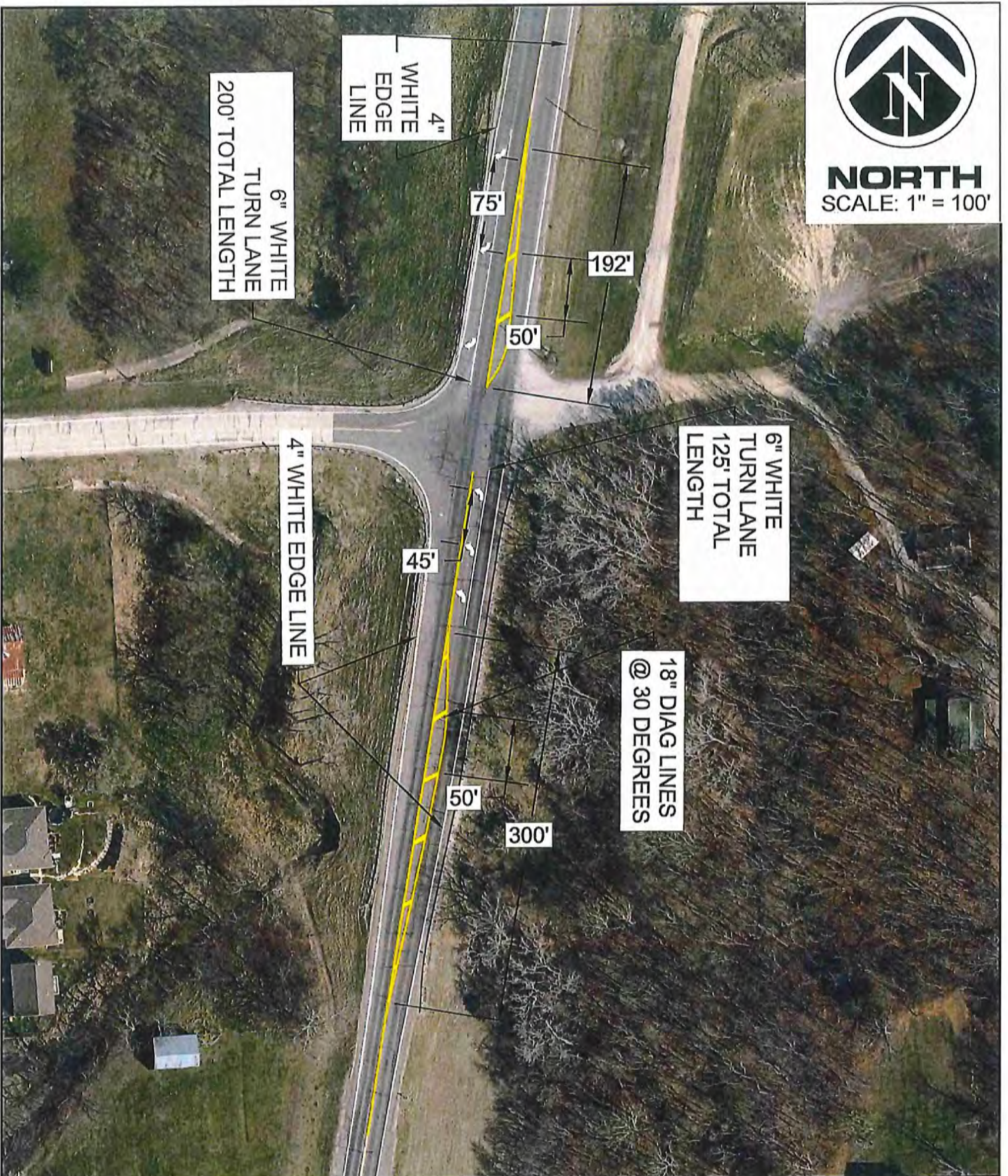
POP PLACED BY CHAWK FOR M/O PROJECT 2016-05

2017 CONTRACT TOTALS

2017 CONTRACT TOTALS



NORTH
SCALE: 1" = 100'



DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 1023 / 1029
INTERSECTION



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

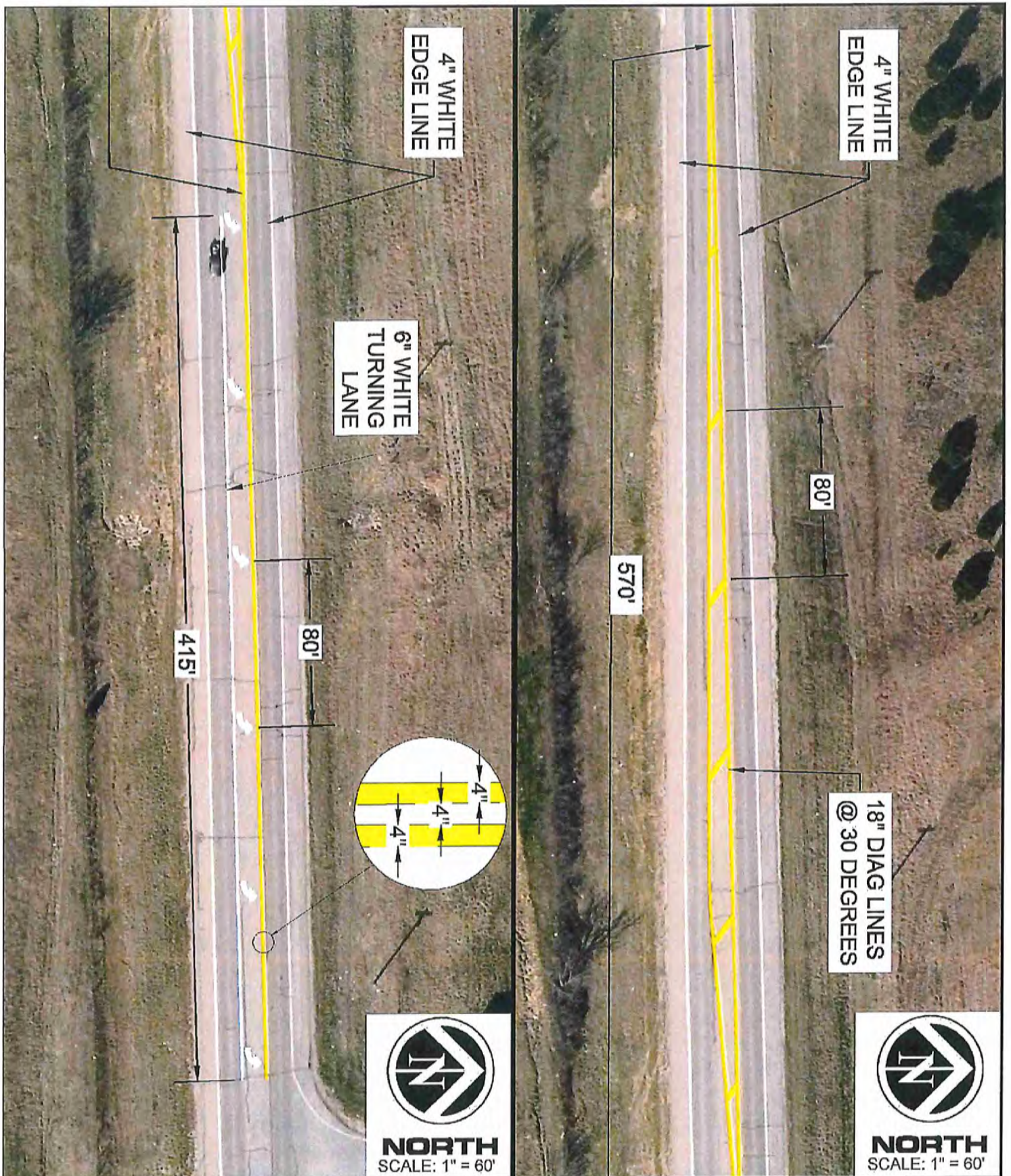


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 438
(BERRY PLASTICS)
EAST LEG



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 438
(BERRY PLASTICS)
WEST LEG



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



NORTH
SCALE: 1" = 50'

4" WHITE
EDGE
LINE

6" WHITE SKIP LINE
4' LINE
8' GAP
240' TOTAL LENGTH

6' WHITE TURN LANE
211' TOTAL LENGTH

290'

72'

50'

62'

18" DIAG LINES
@ 30 DEGREES

24" STOP BAR

DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

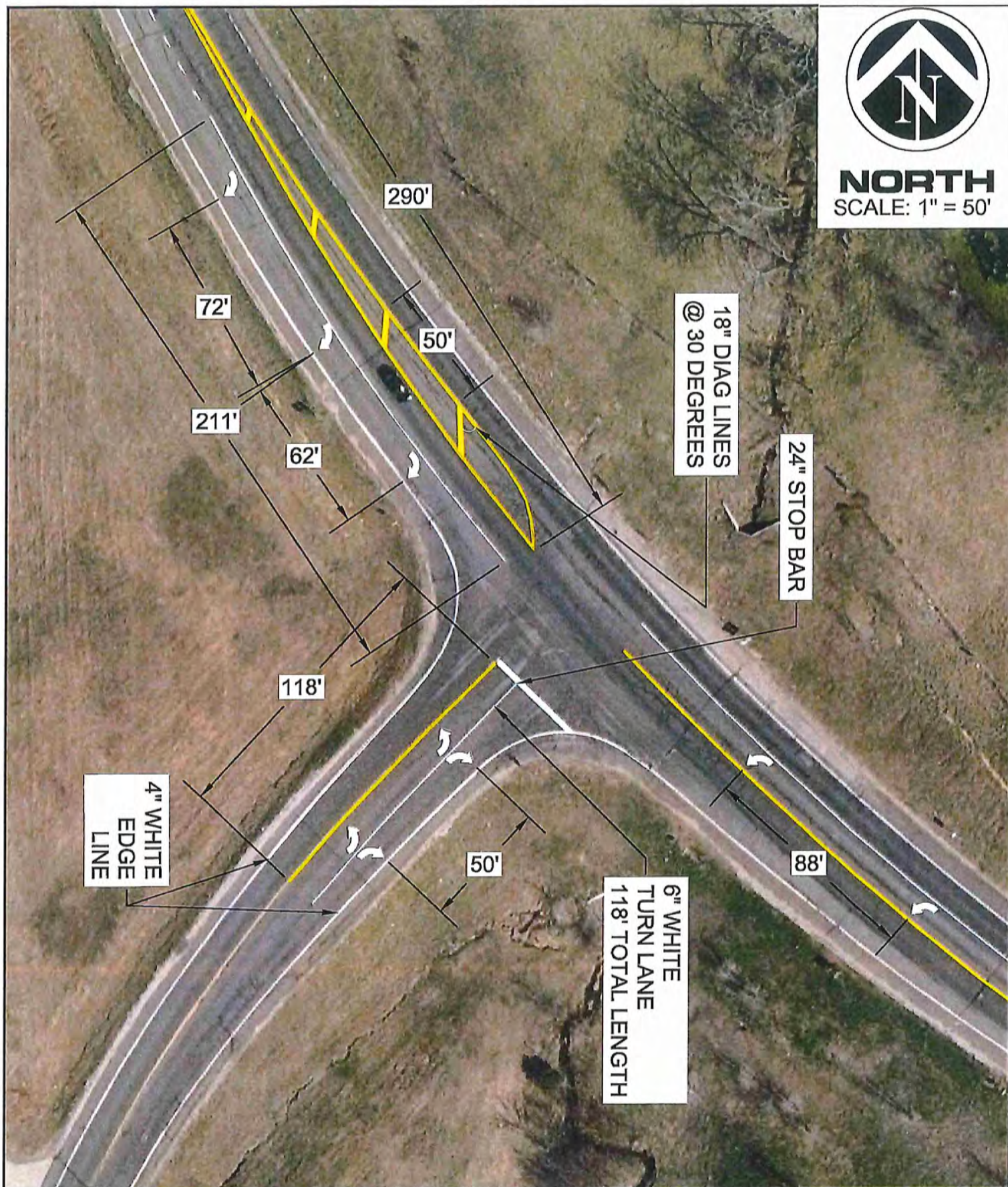
ROUTE 438 / 1029
NORTH LEG



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



NORTH
SCALE: 1" = 50'

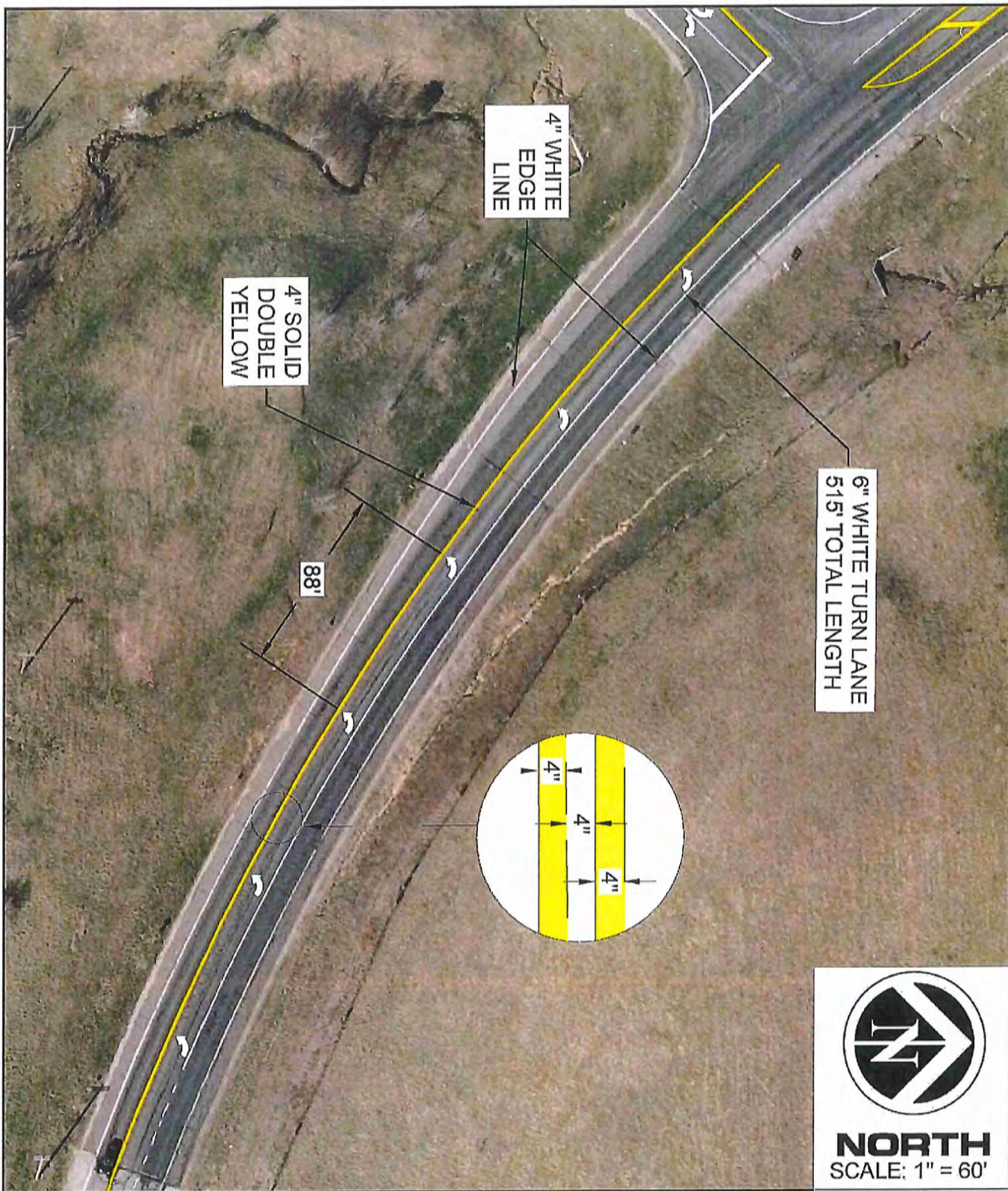


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 1029 (SPUR)
INTERSECTION



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

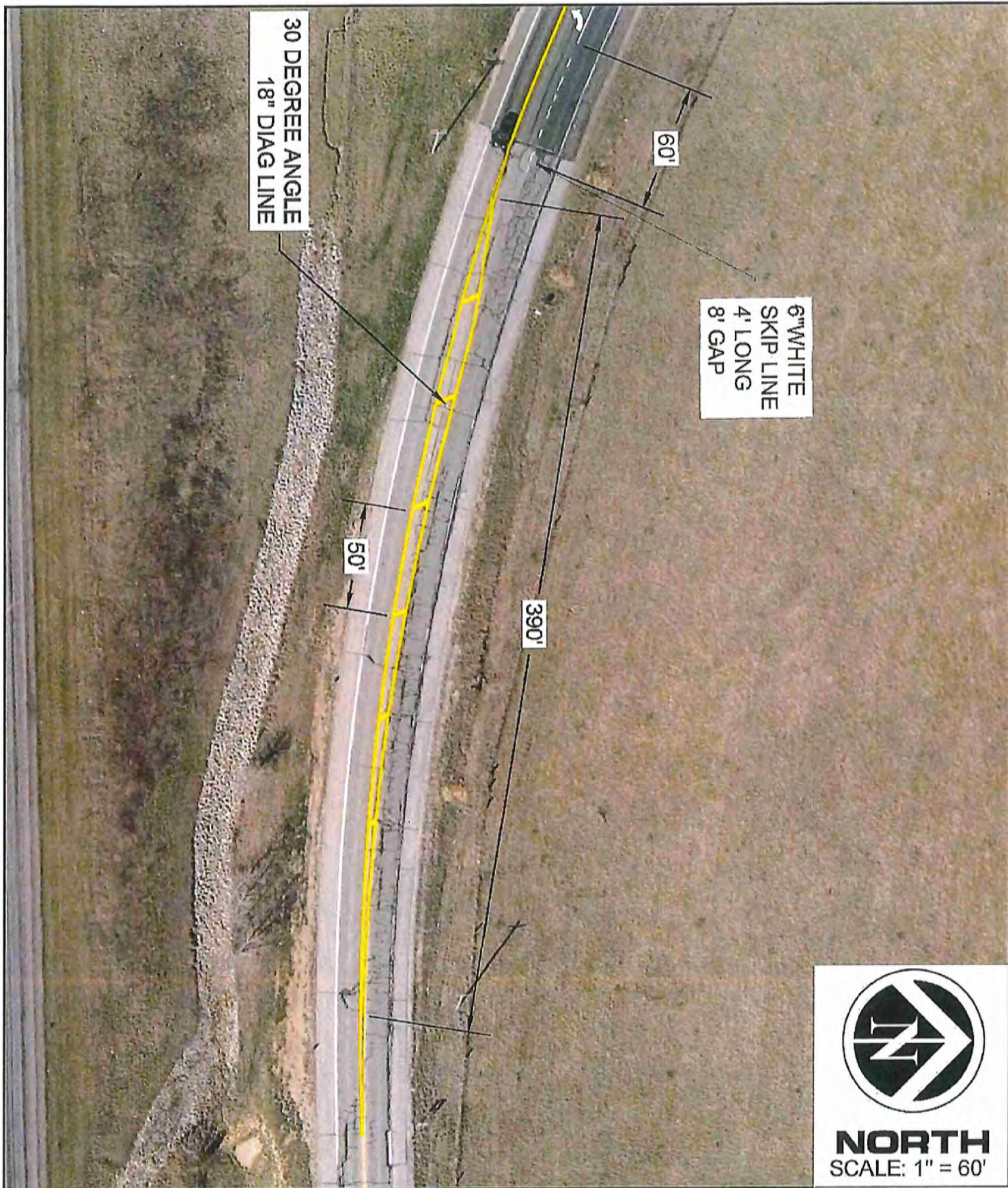


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 438 / 1029
EAST LEG 1 OF 2



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



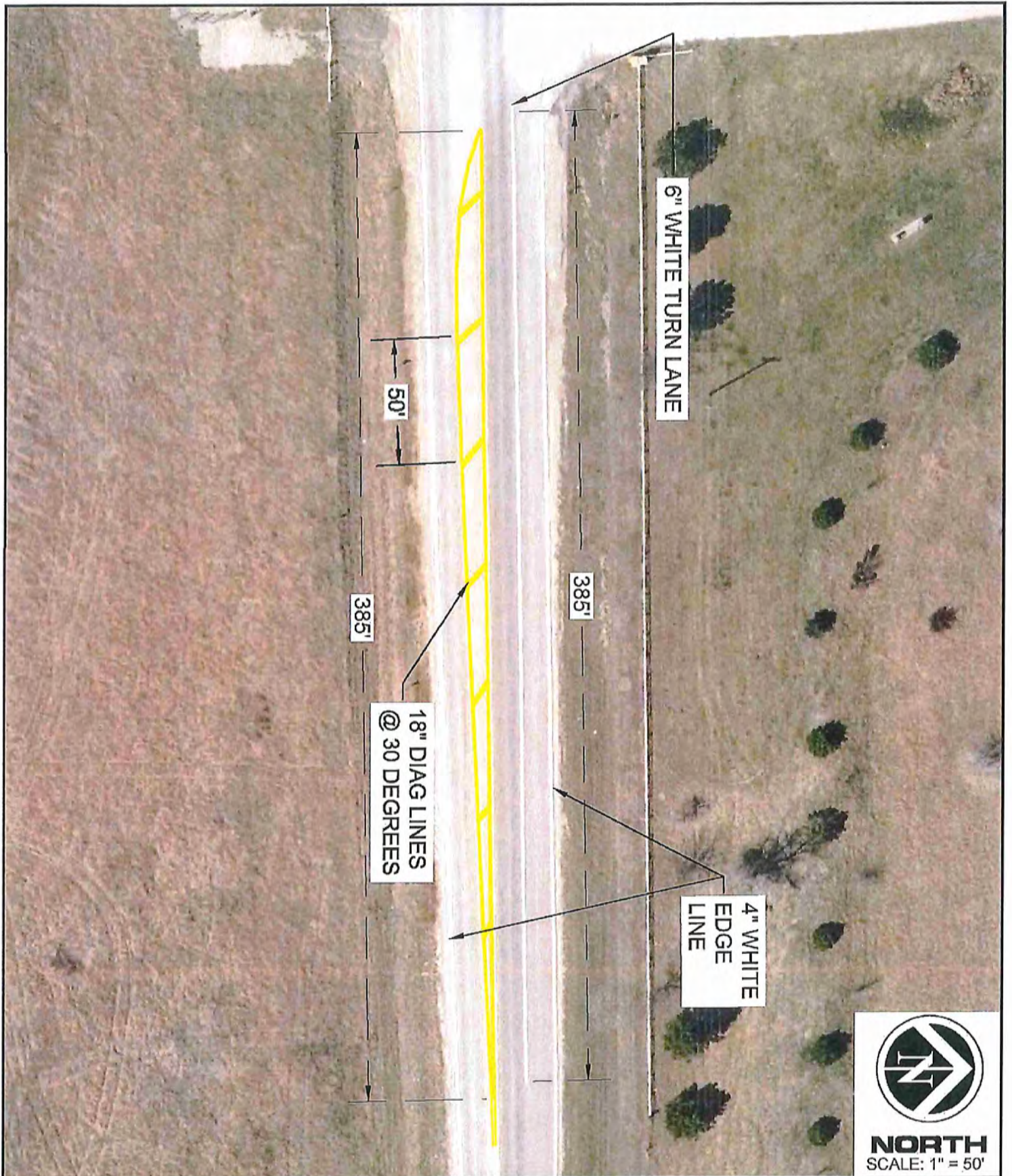
NORTH
SCALE: 1" = 60'

DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 438 / 1029
EAST LEG 2 OF 2



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

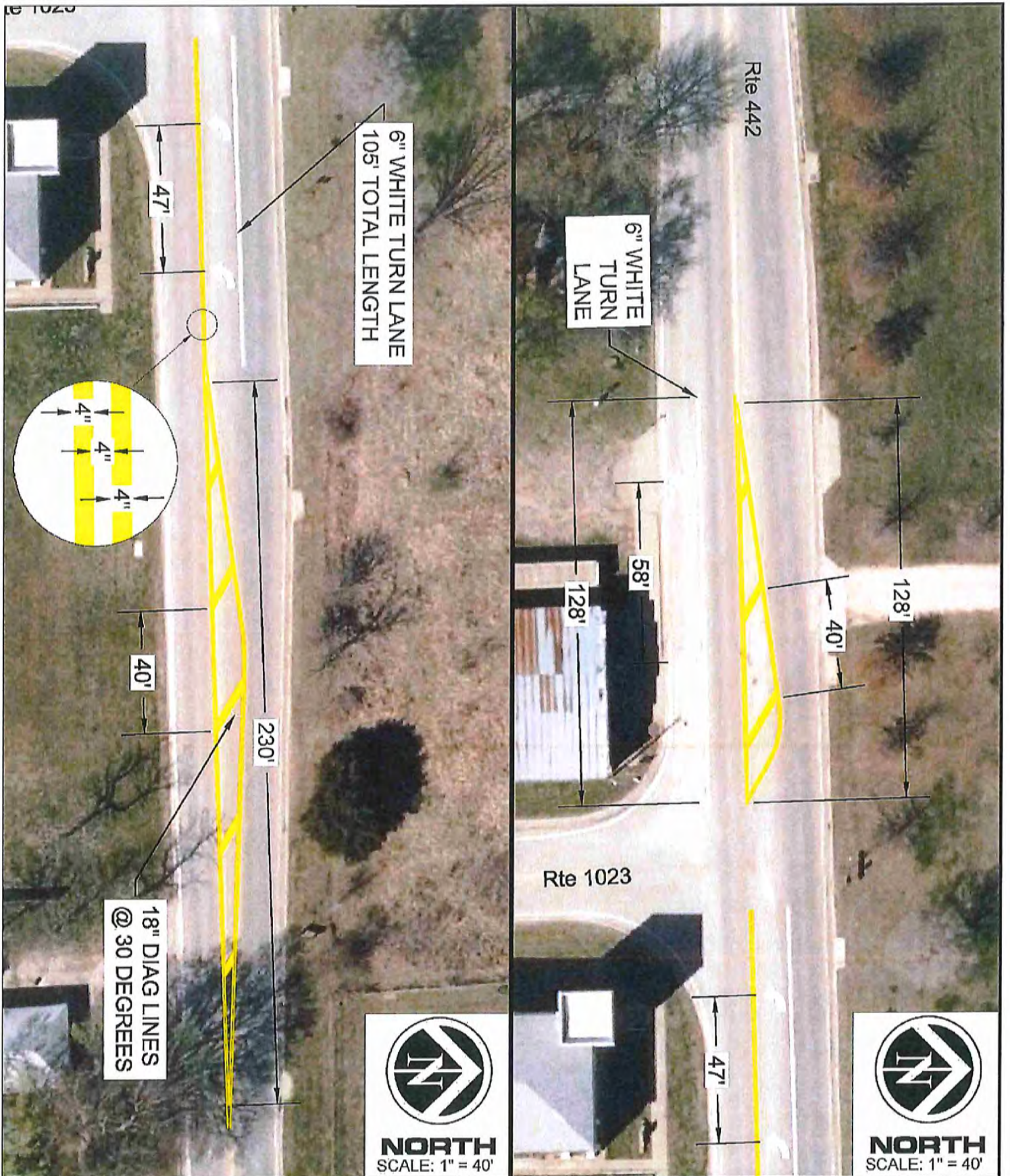


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 442 / COUNTY LINE
INTERSECTION



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

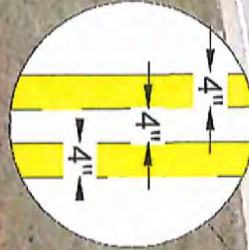
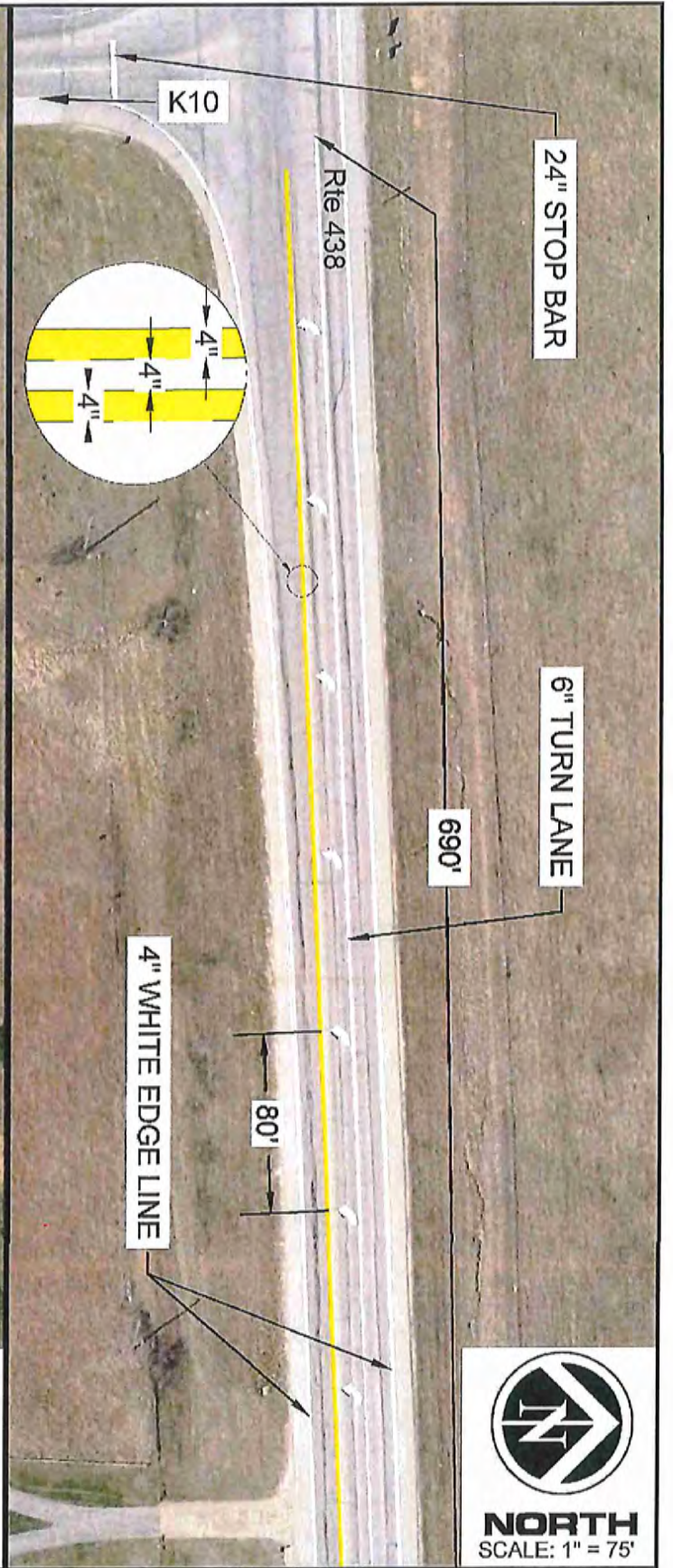
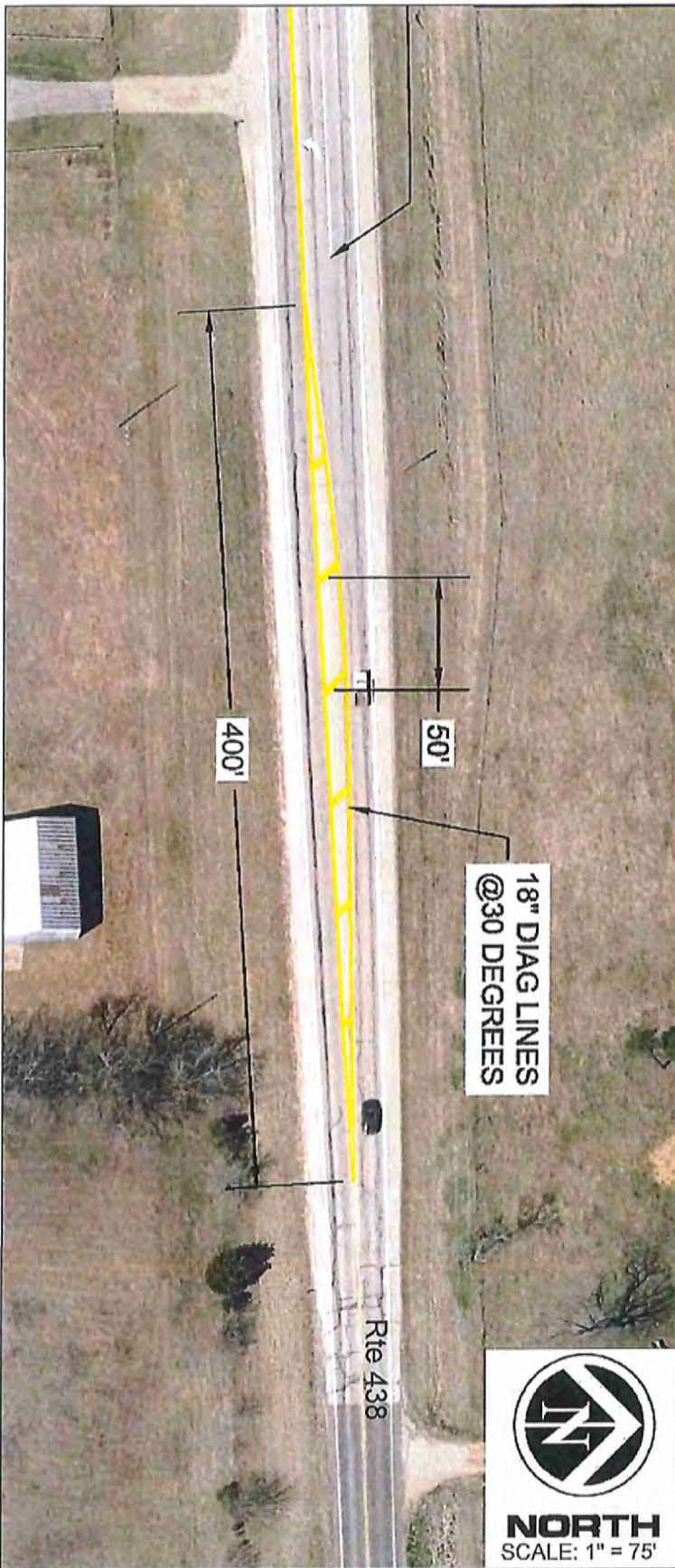


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 442 / 1023
(STULL RD)



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

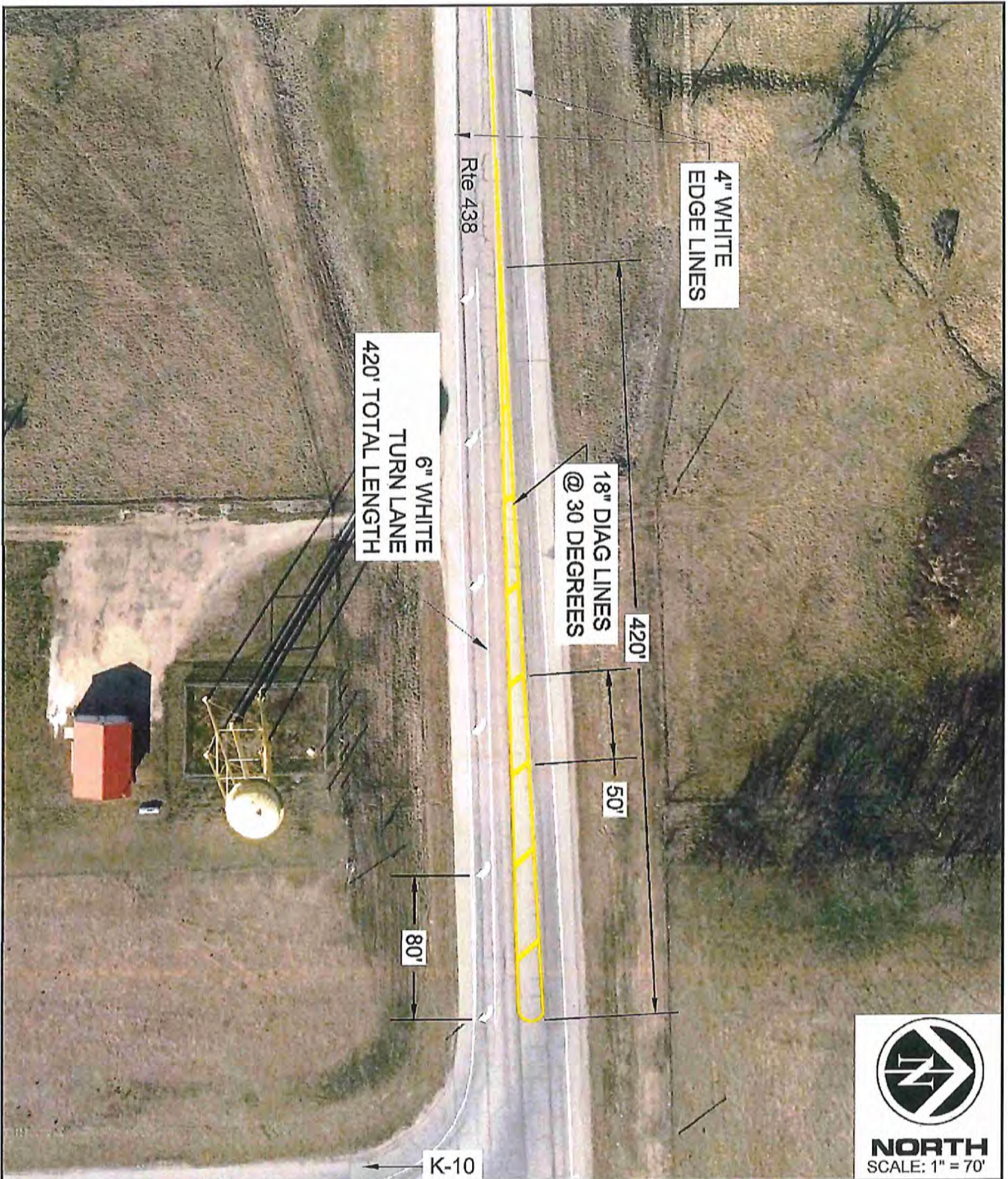


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 438
@ K10 INTERSECTION
EAST LEG



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

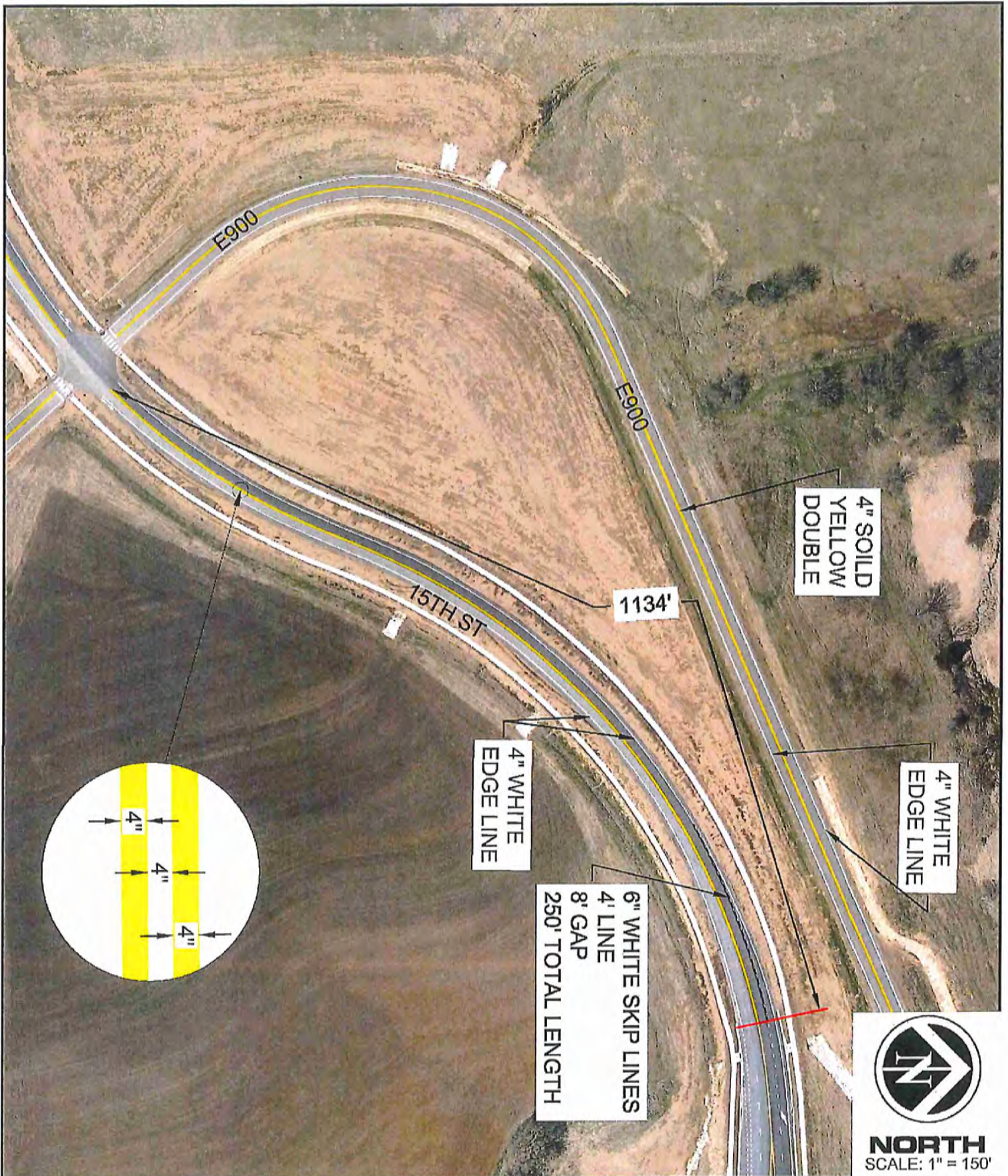


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 438
@ K10 INTERSECTION
WEST LEG



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

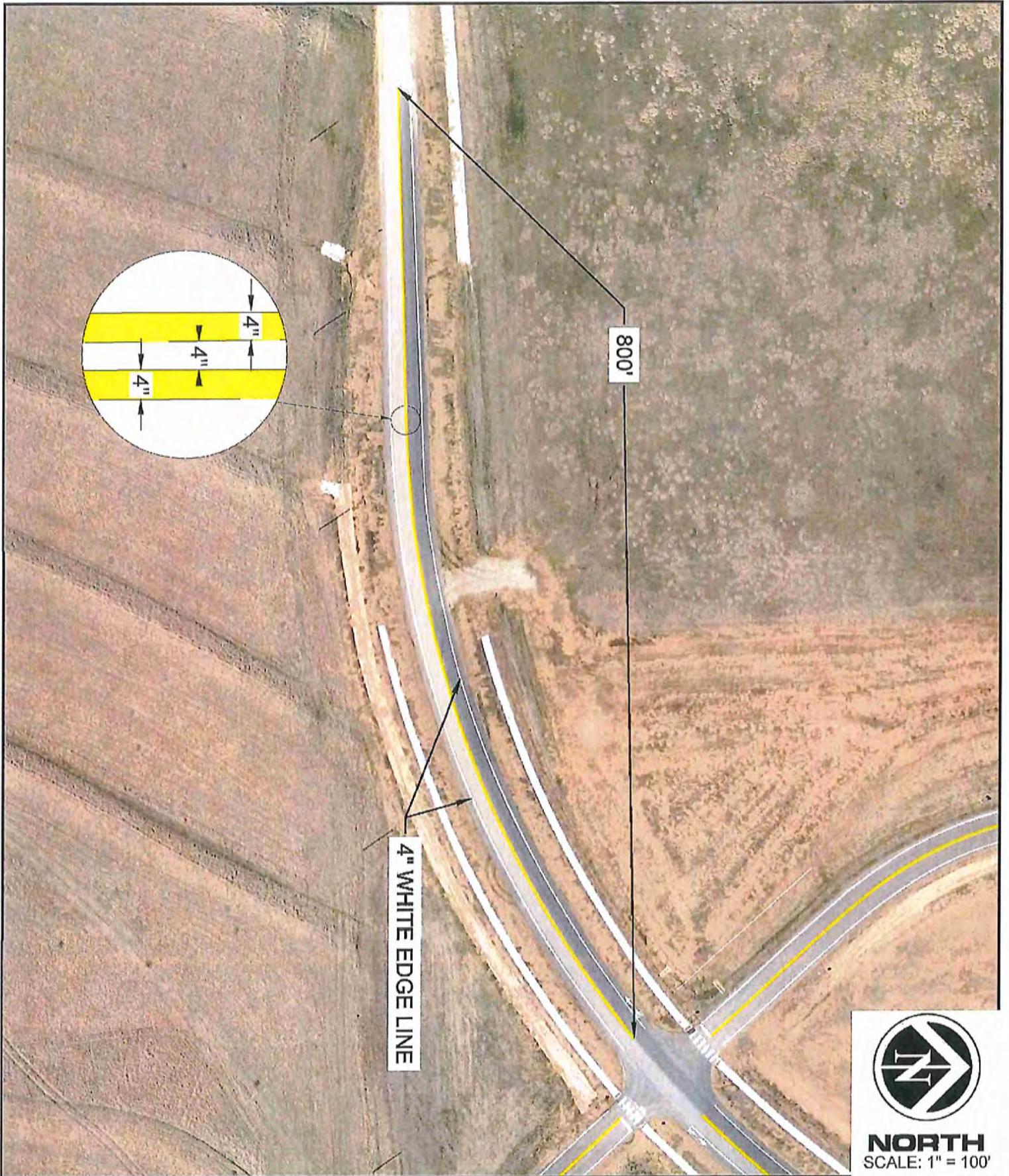
N1500 & E900 EAST



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



NORTH
SCALE: 1" = 150'



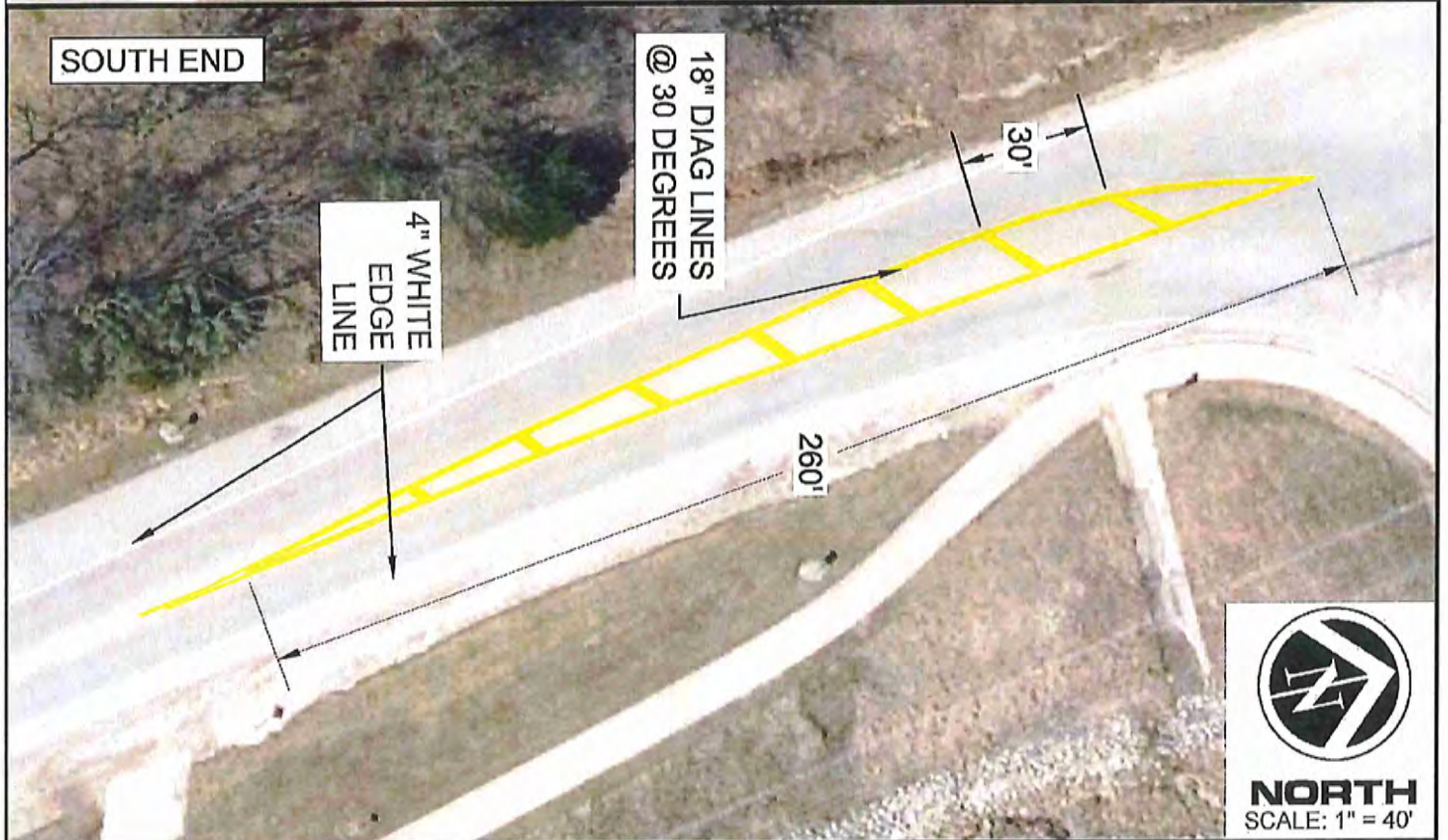
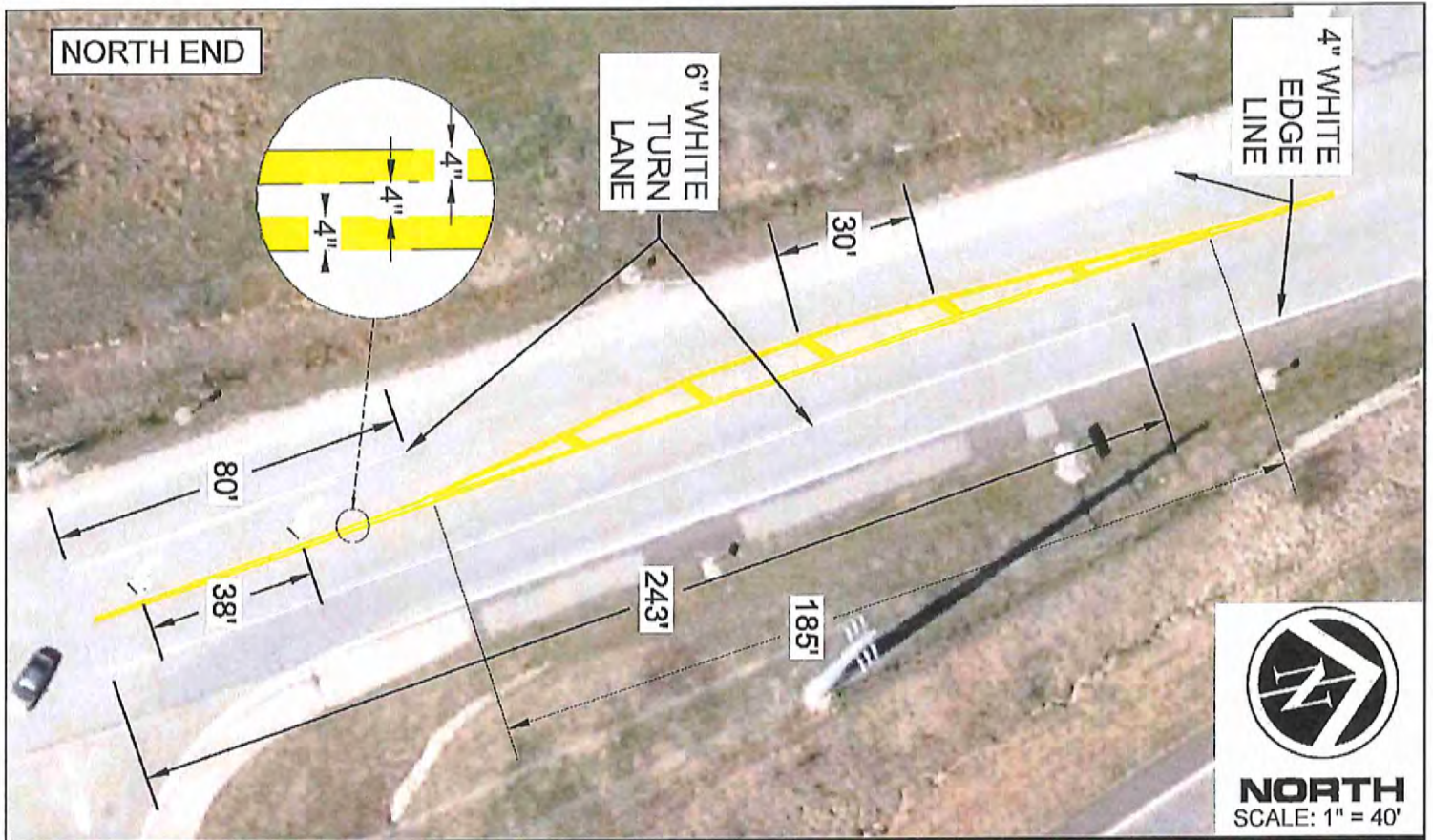
NORTH
SCALE: 1" = 100'

DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

N1500 & E900
WEST



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

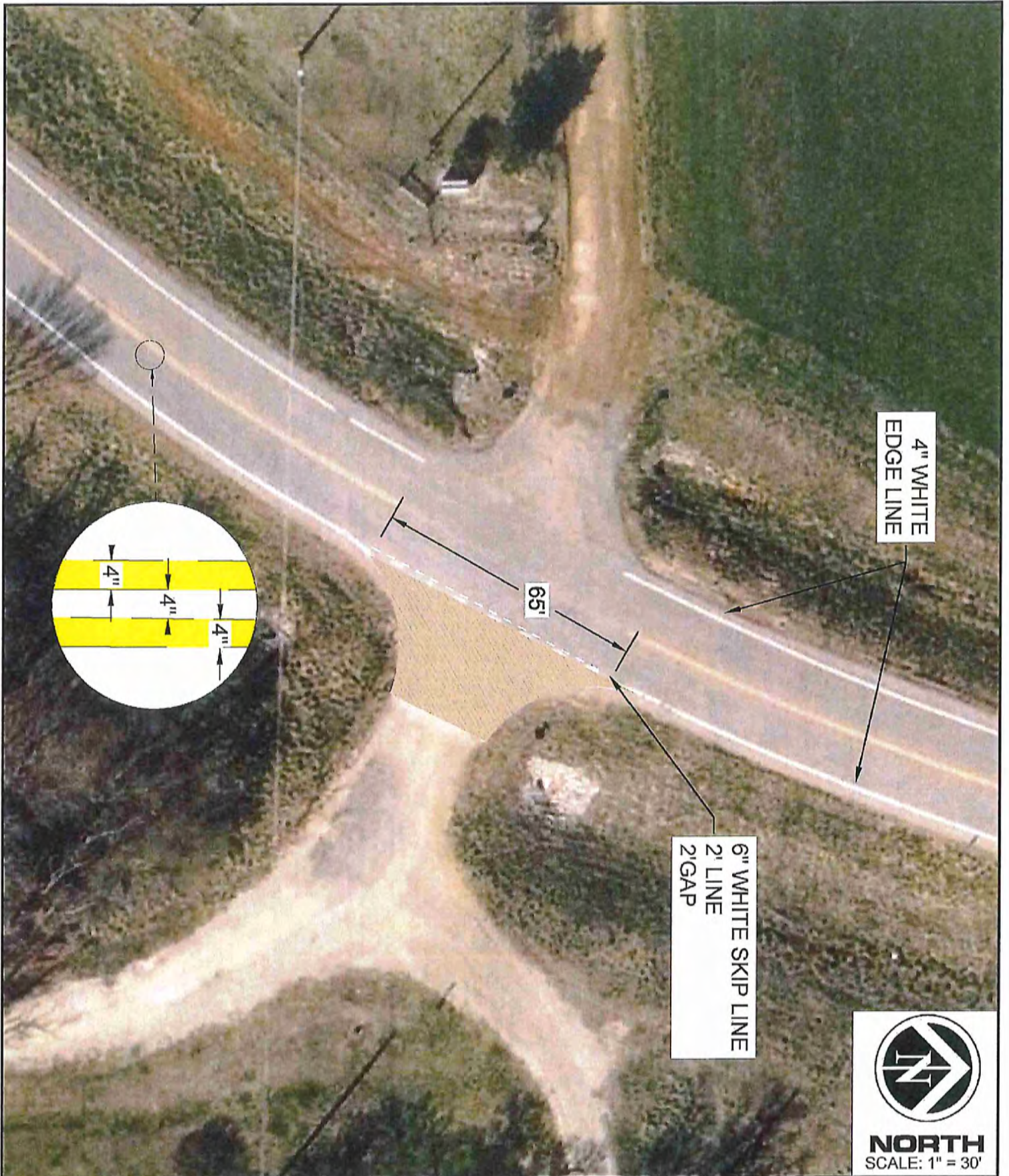


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

E 900 / CLINTON PARKWAY



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

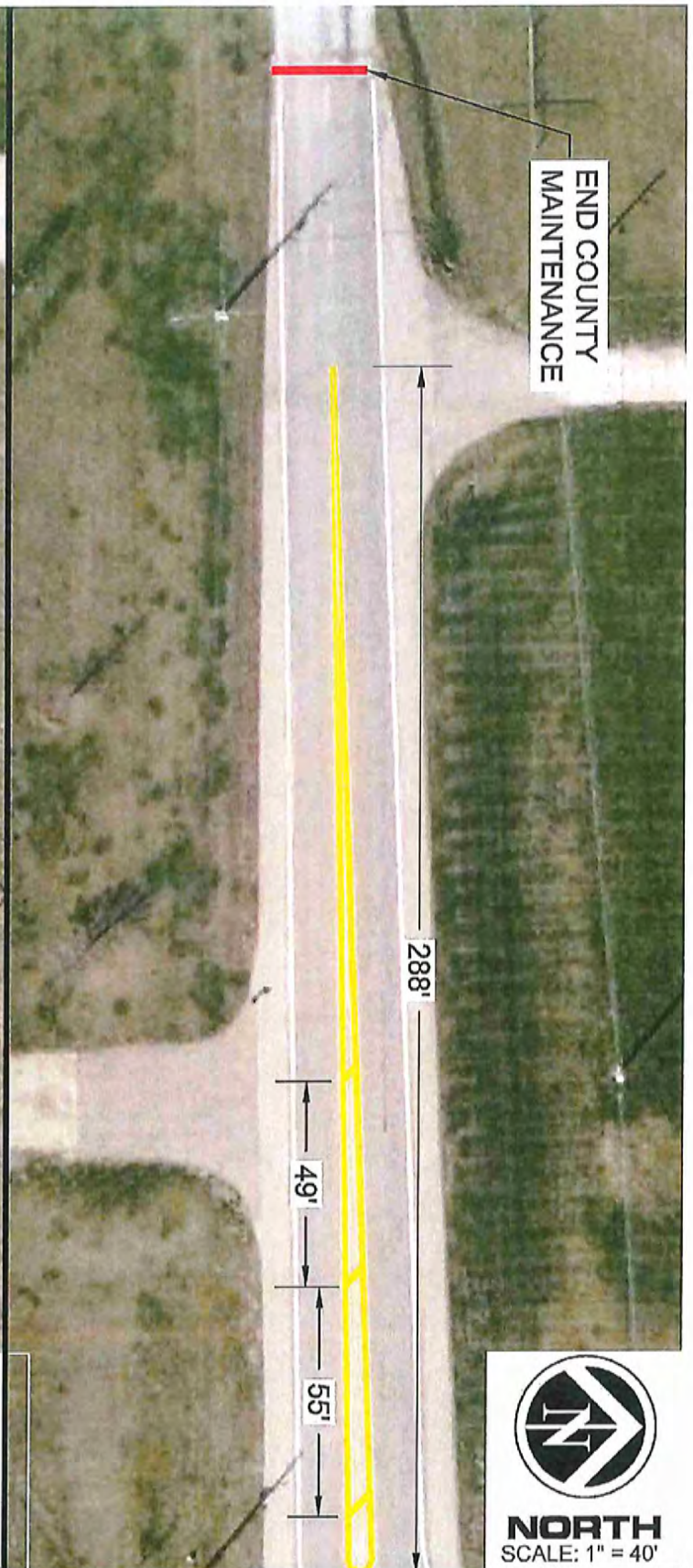
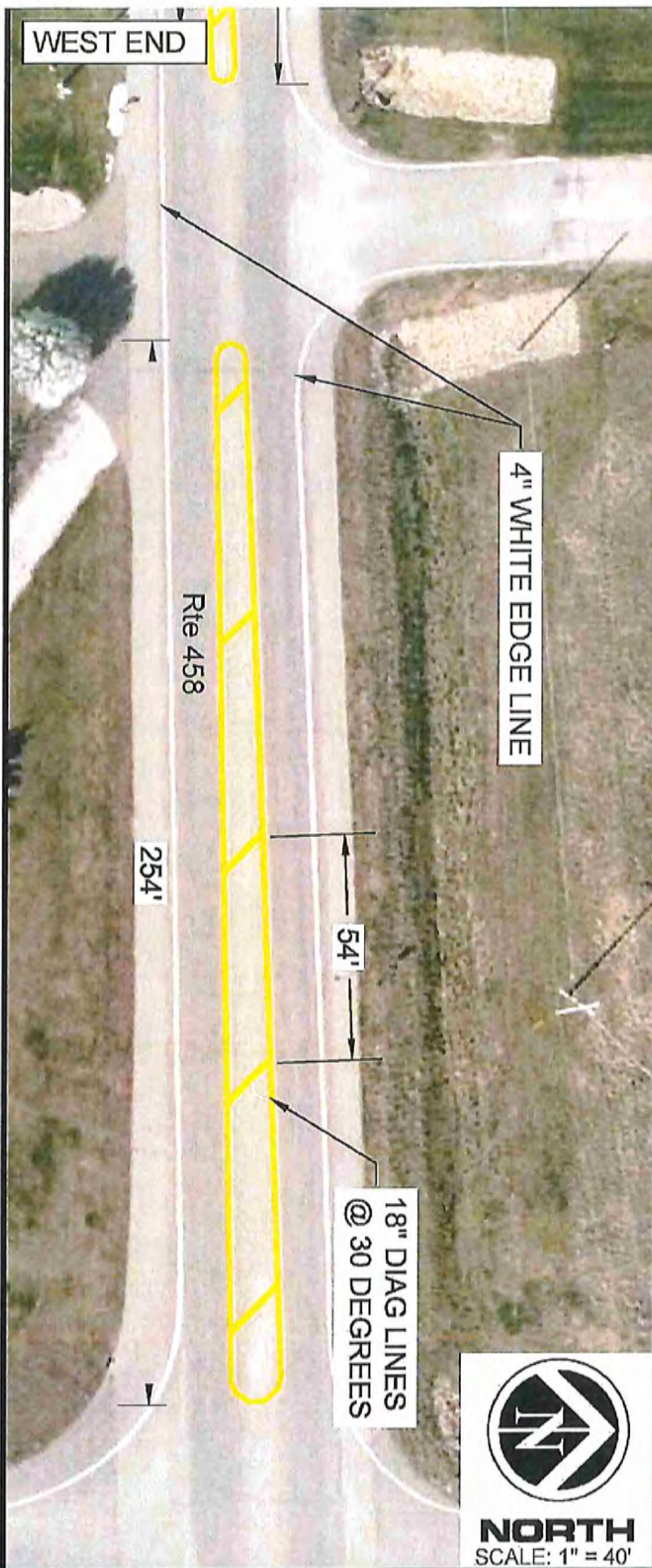


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 6 CURVE



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

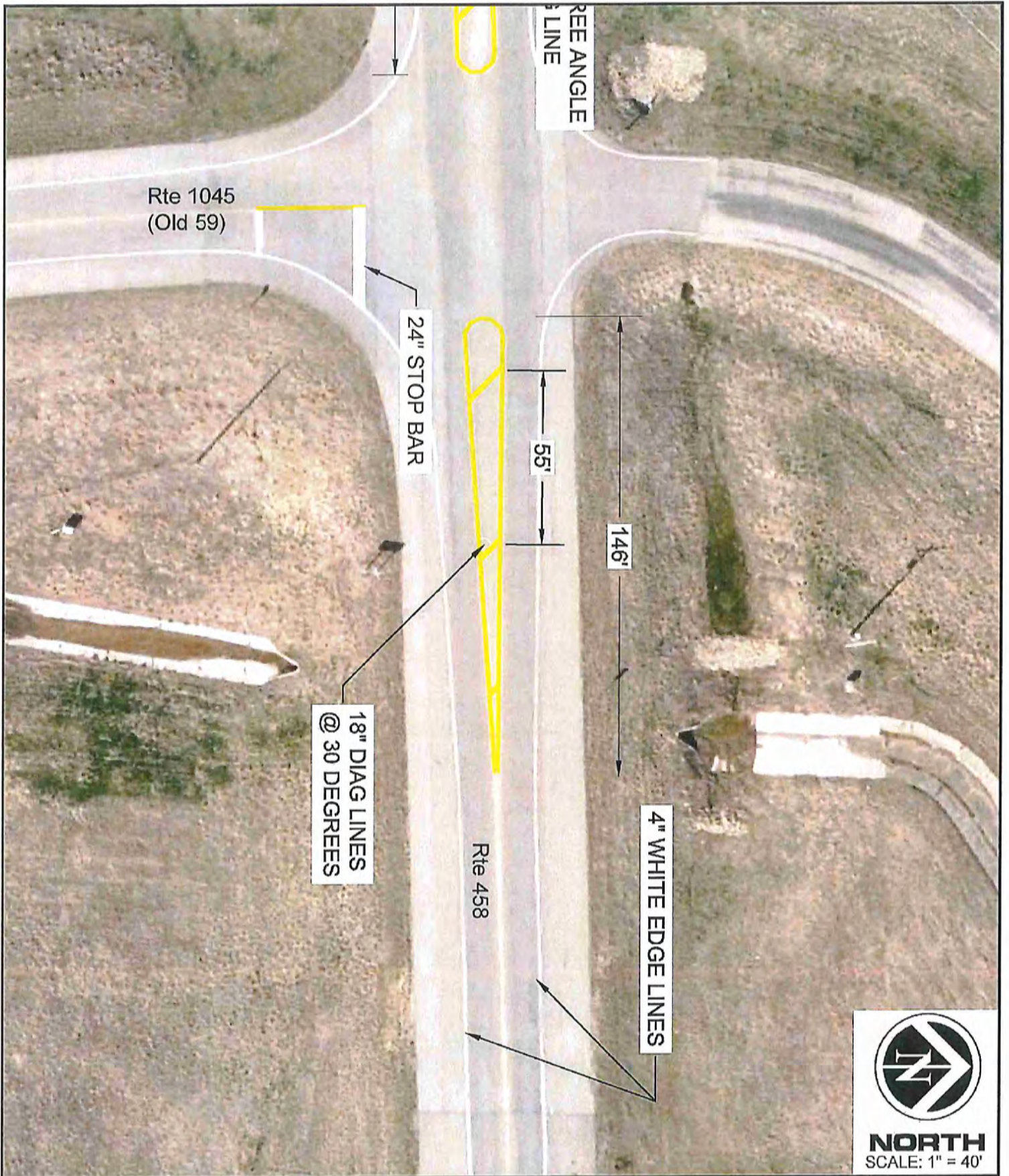


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 458 @ ROUTE 1045
WEST END



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

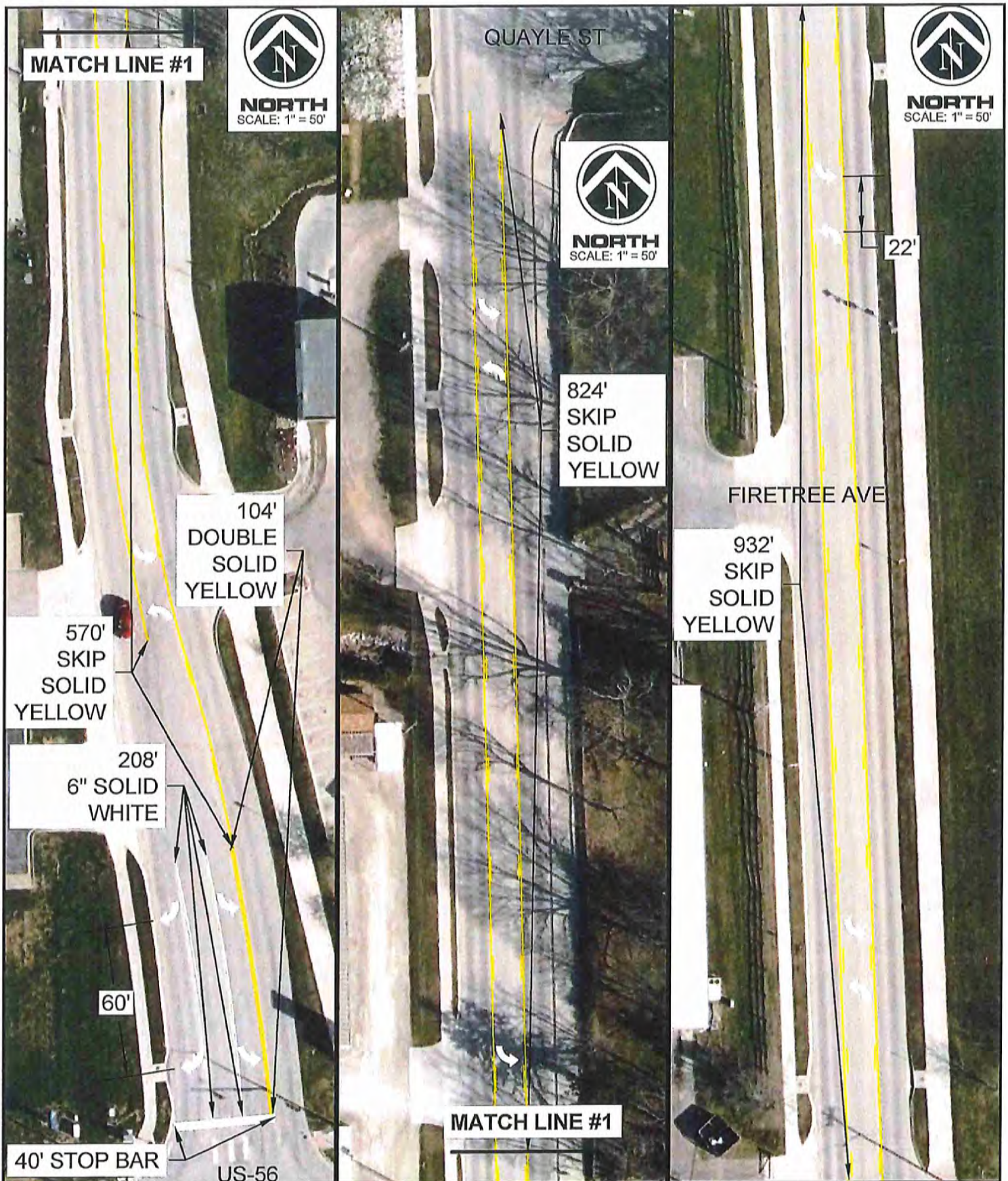


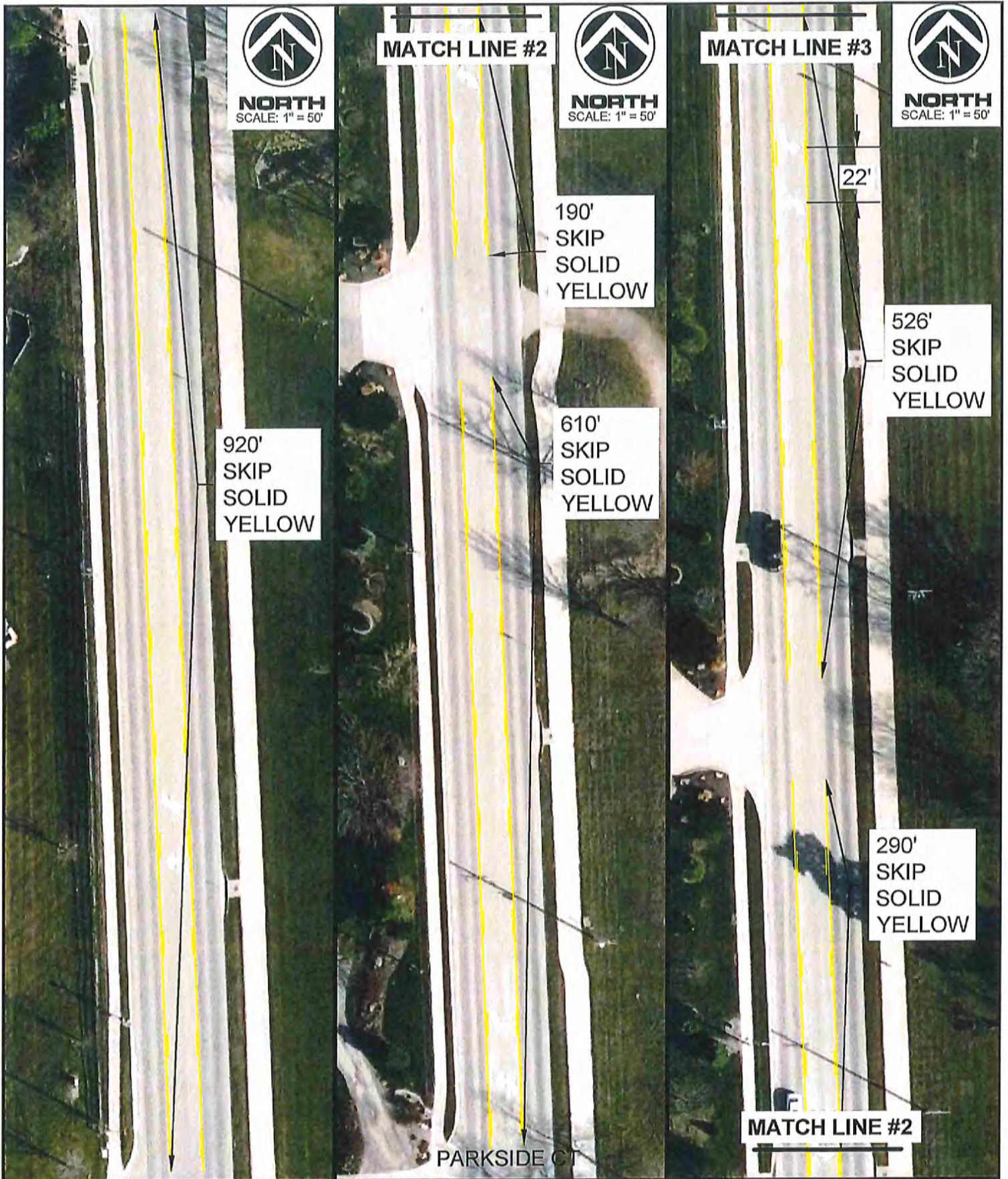
DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 458 @ ROUTE 1045
EAST END



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046





DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 1055 BALDWIN CITY
HWY 56 TO RTE 12
2 OF 5



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

MATCH LINE #4



NORTH
SCALE: 1" = 50'

468'
SKIP
SOLID
YELLOW

N 400 RD

352'
SKIP
SOLID
YELLOW

MATCH LINE #3

MATCH LINE #5



NORTH
SCALE: 1" = 50'

918'
SKIP
SOLID
YELLOW

MATCH LINE #4

MATCH LINE #6



NORTH
SCALE: 1" = 50'

564'
SKIP
SOLID
YELLOW

22'

SIGNAL RIDGE RD

260'
SKIP
SOLID
YELLOW

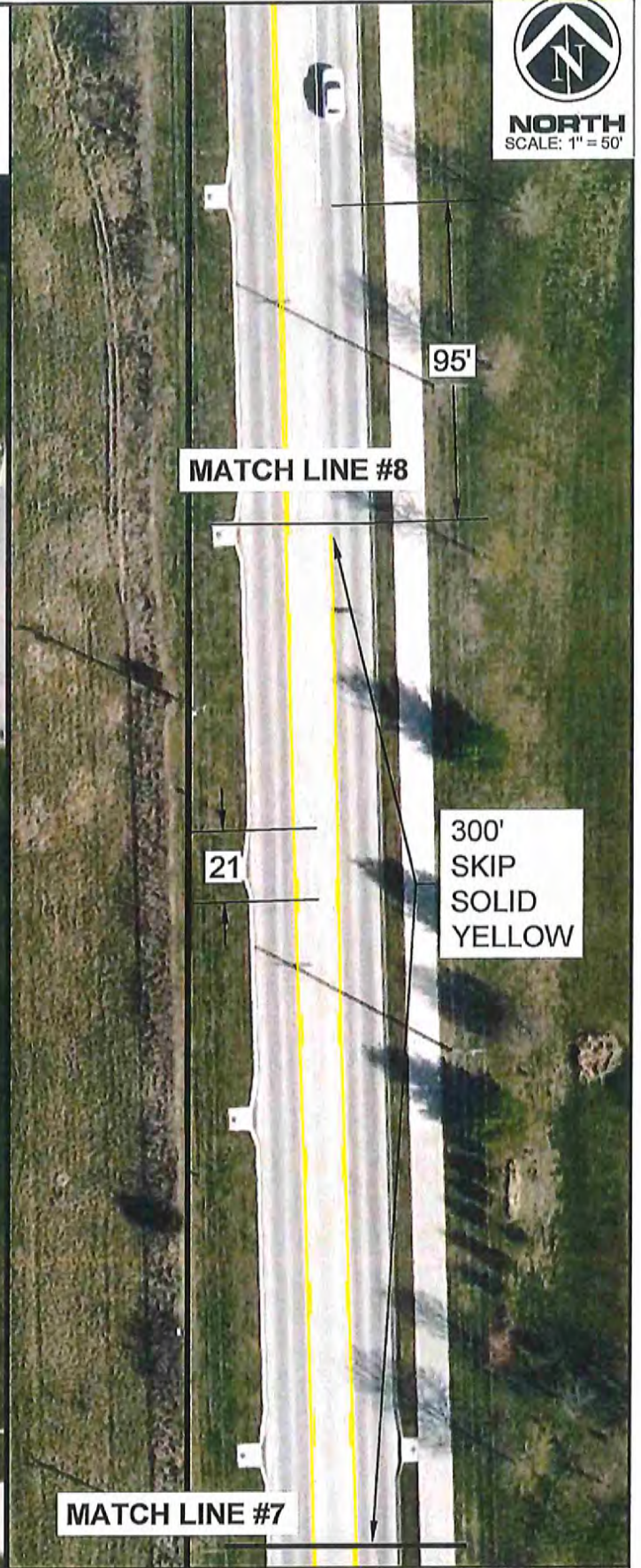
MATCH LINE #5

DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 1055 BALDWIN CITY
HWY 56 TO RTE 12
3 OF 5



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046





NORTH
SCALE: 1" = 50'

MATCH LINE #9

109'

65'

132'

6" WHITE
TURN LANE

RTE 12

67'

106'



95'

MATCH LINE #8



NORTH
SCALE: 1" = 60'

18" YELLOW
DIAG LINE
@ 30 DEGREES

334'

371'

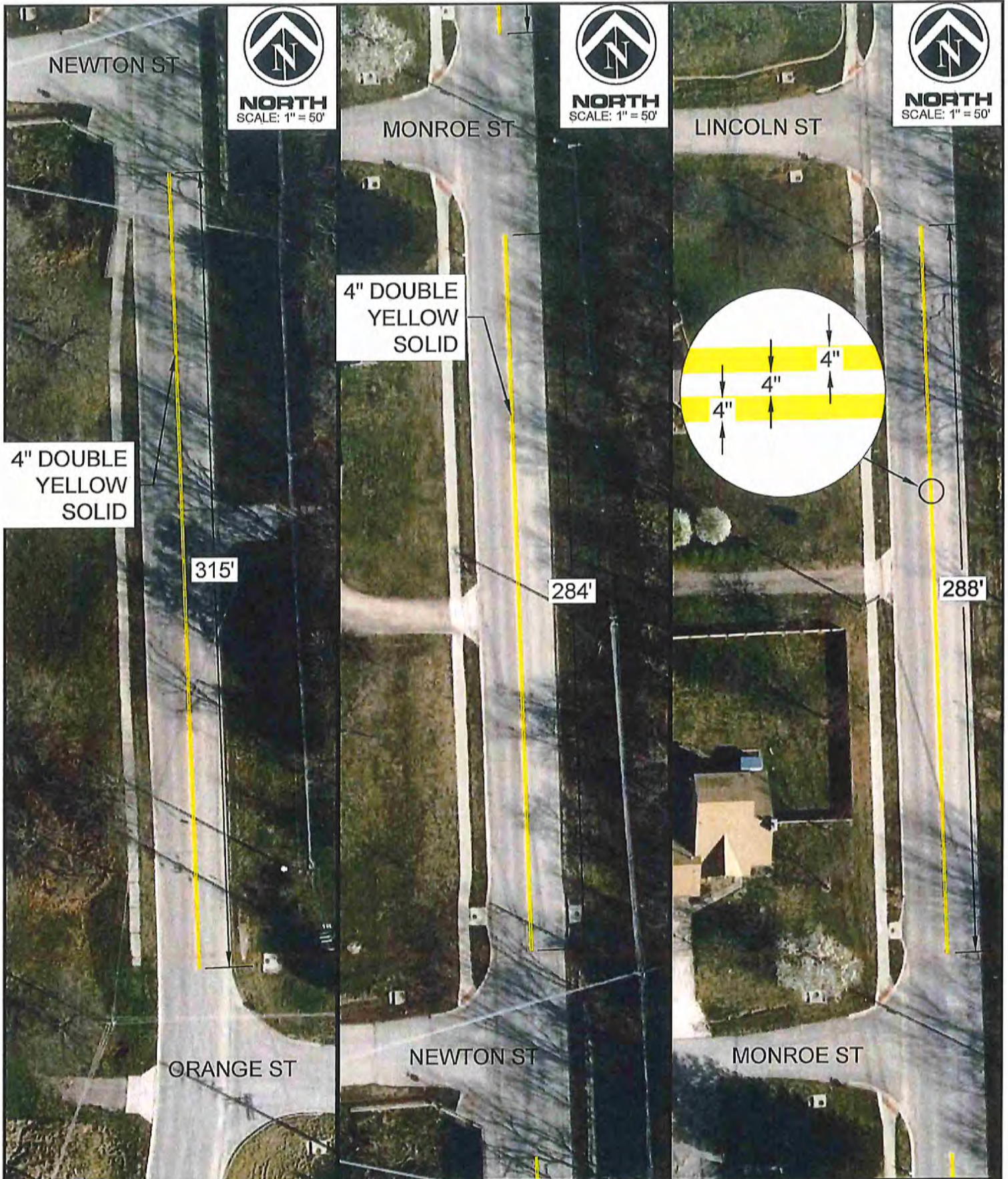
MATCH LINE #9

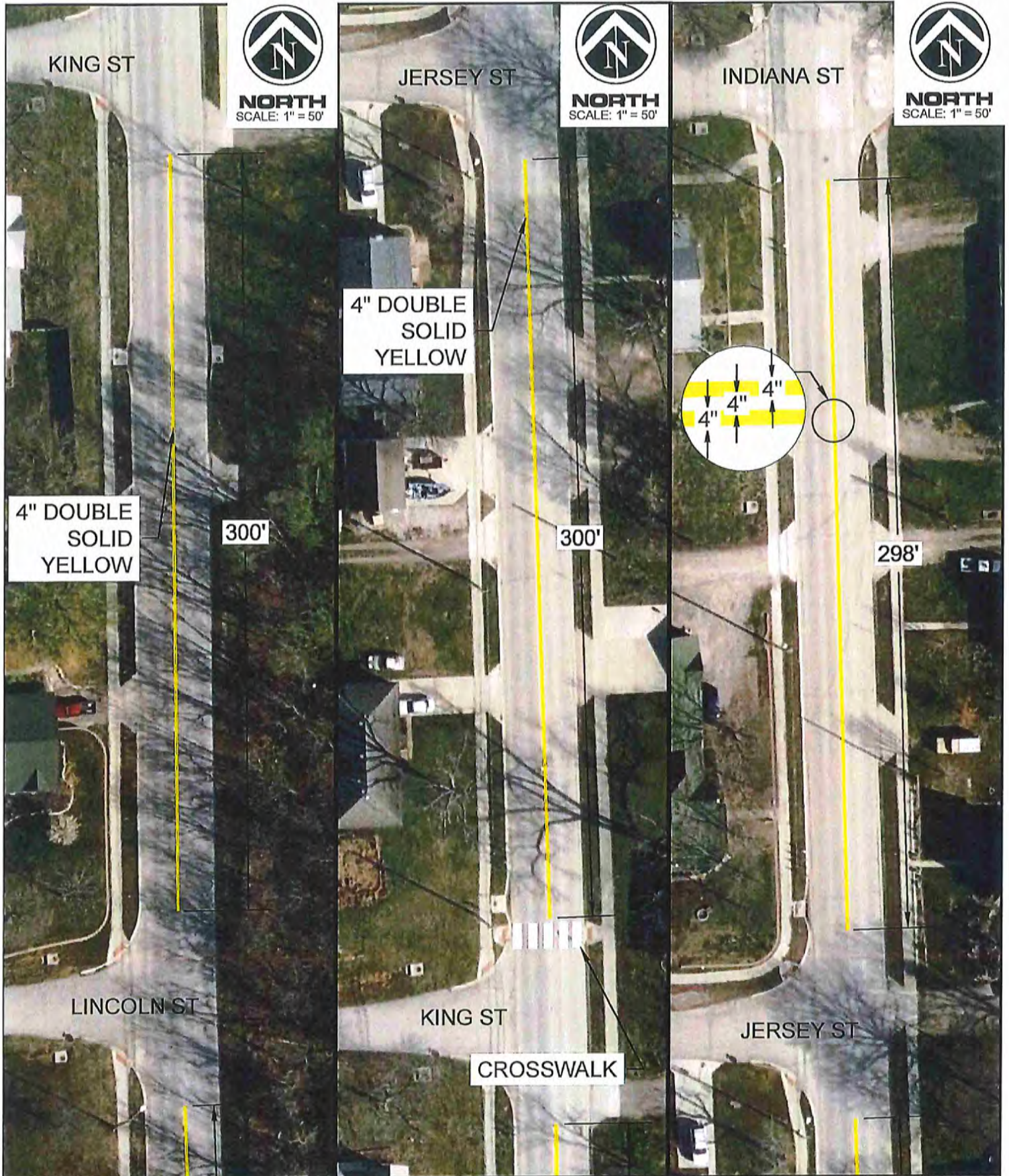
DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

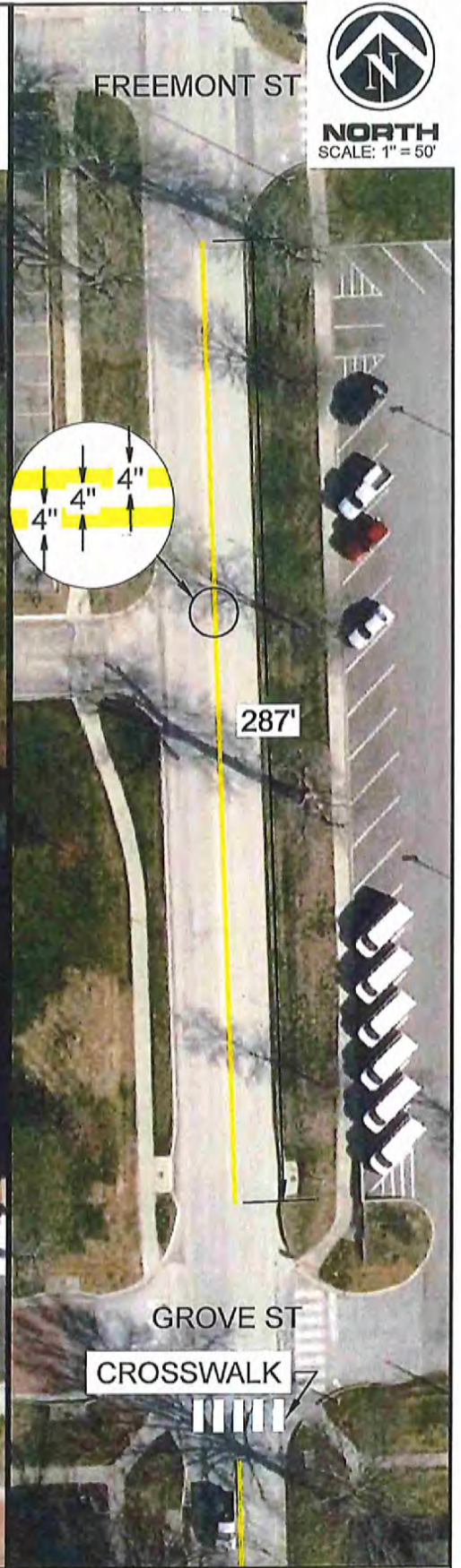
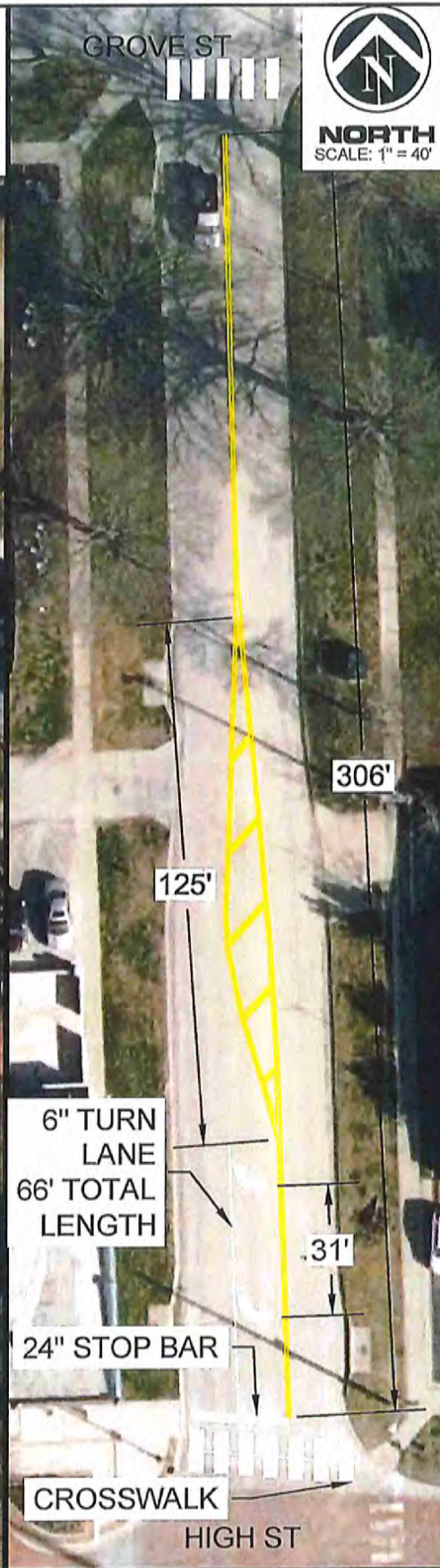
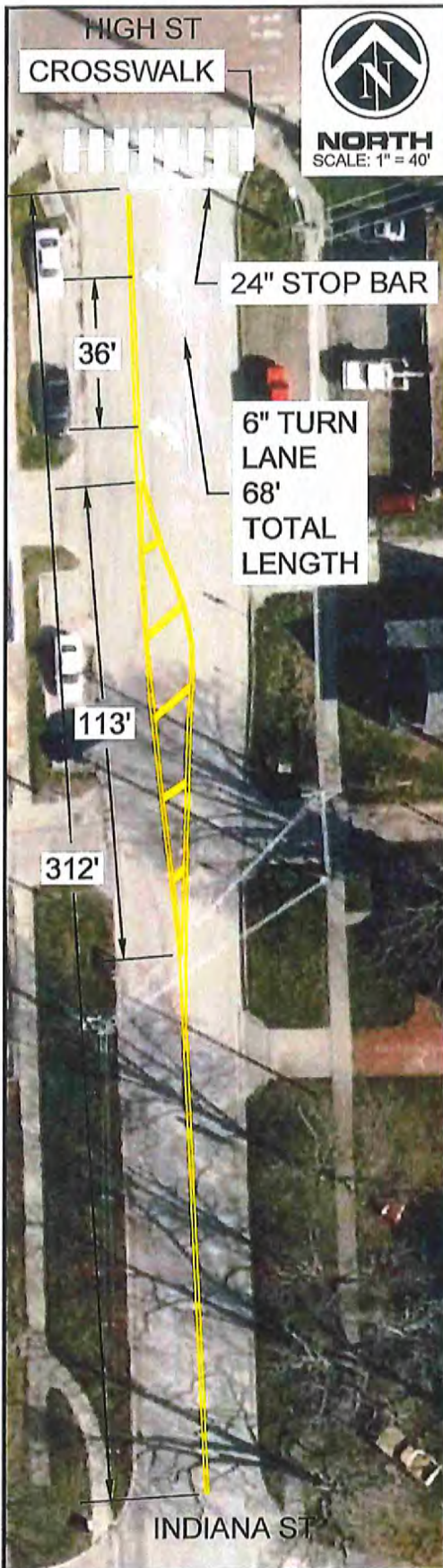
ROUTE 1055 BALDWIN CITY
HWY 56 TO RTE 12
5 OF 5



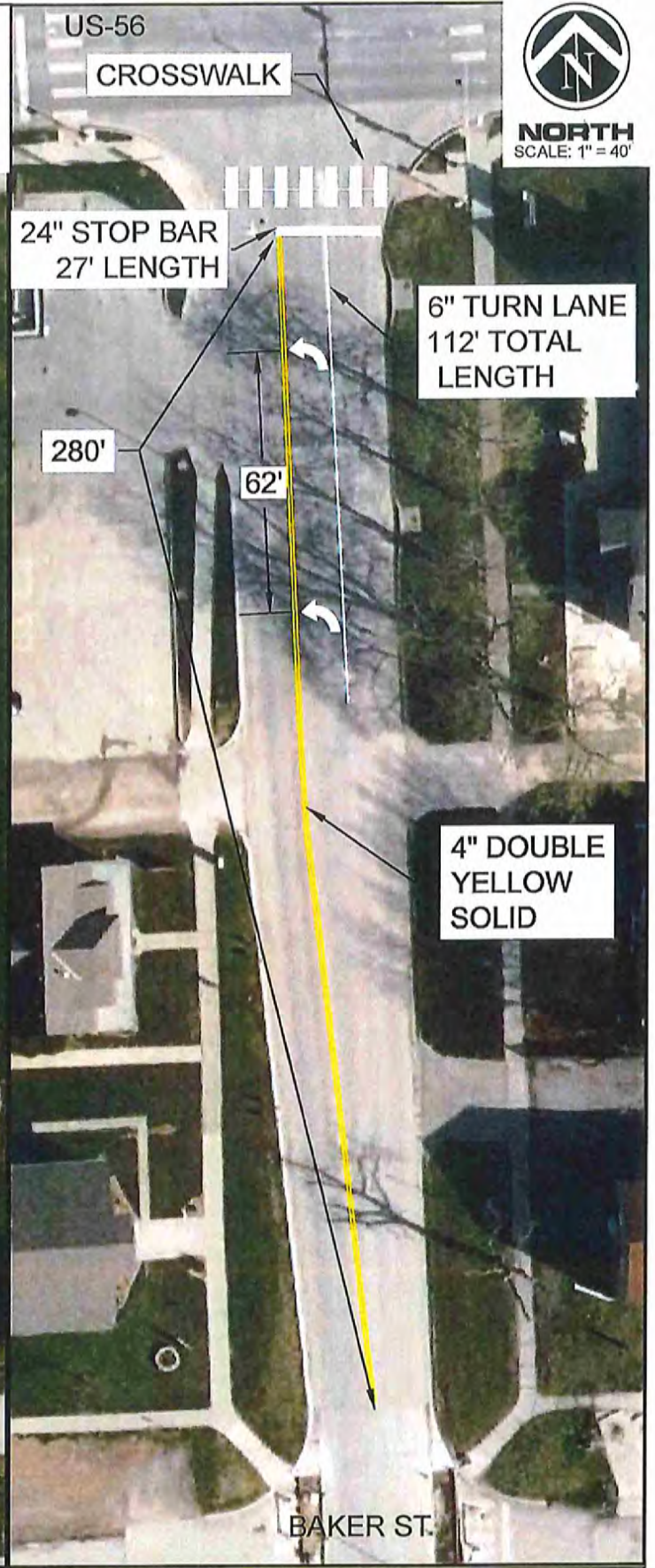
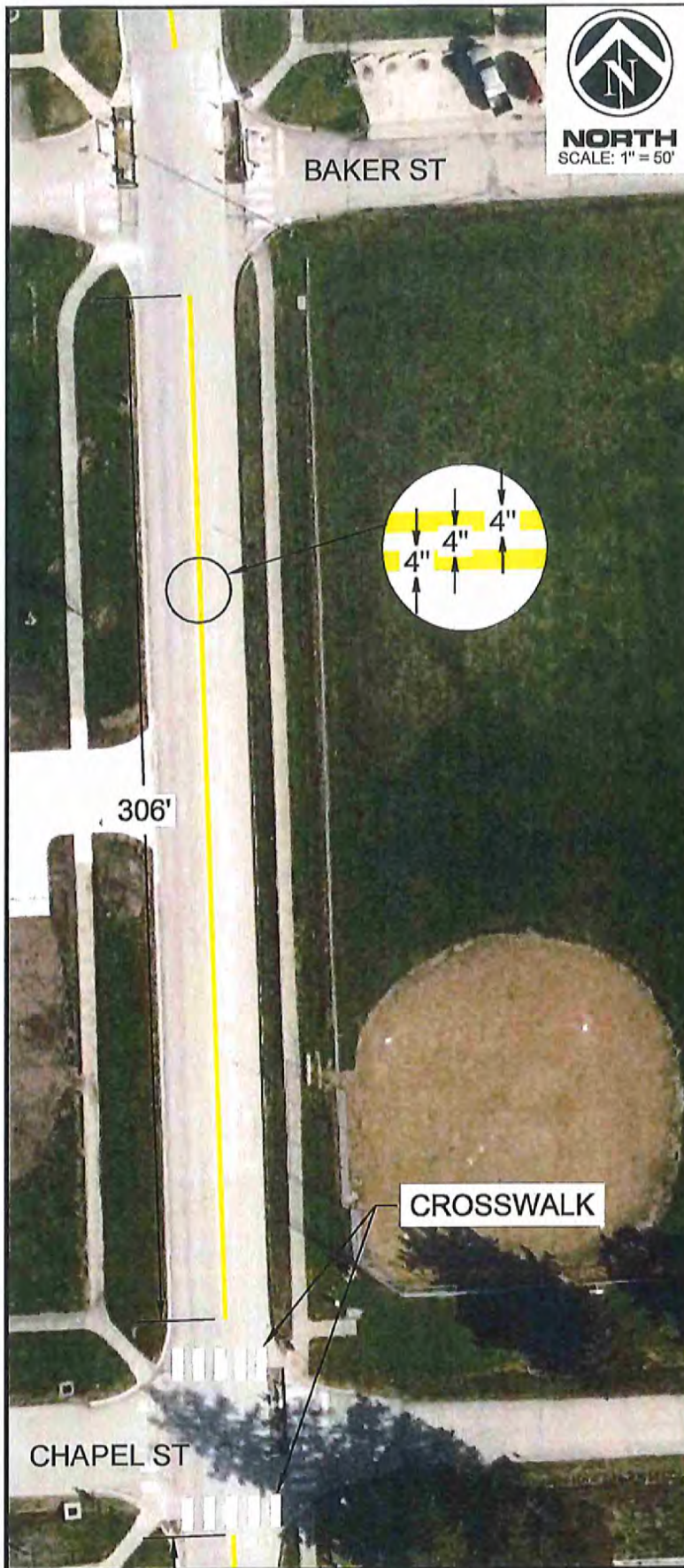
Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

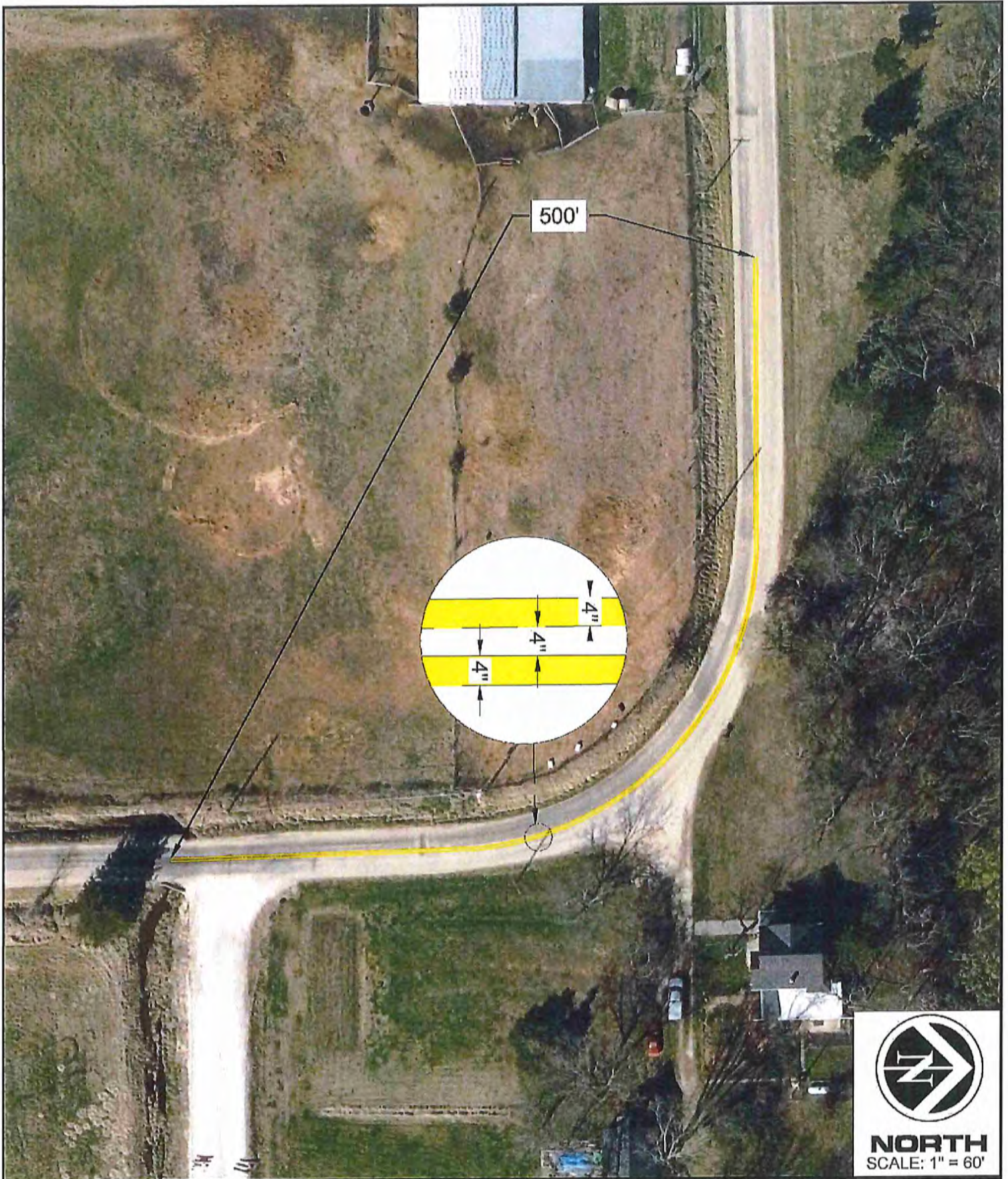










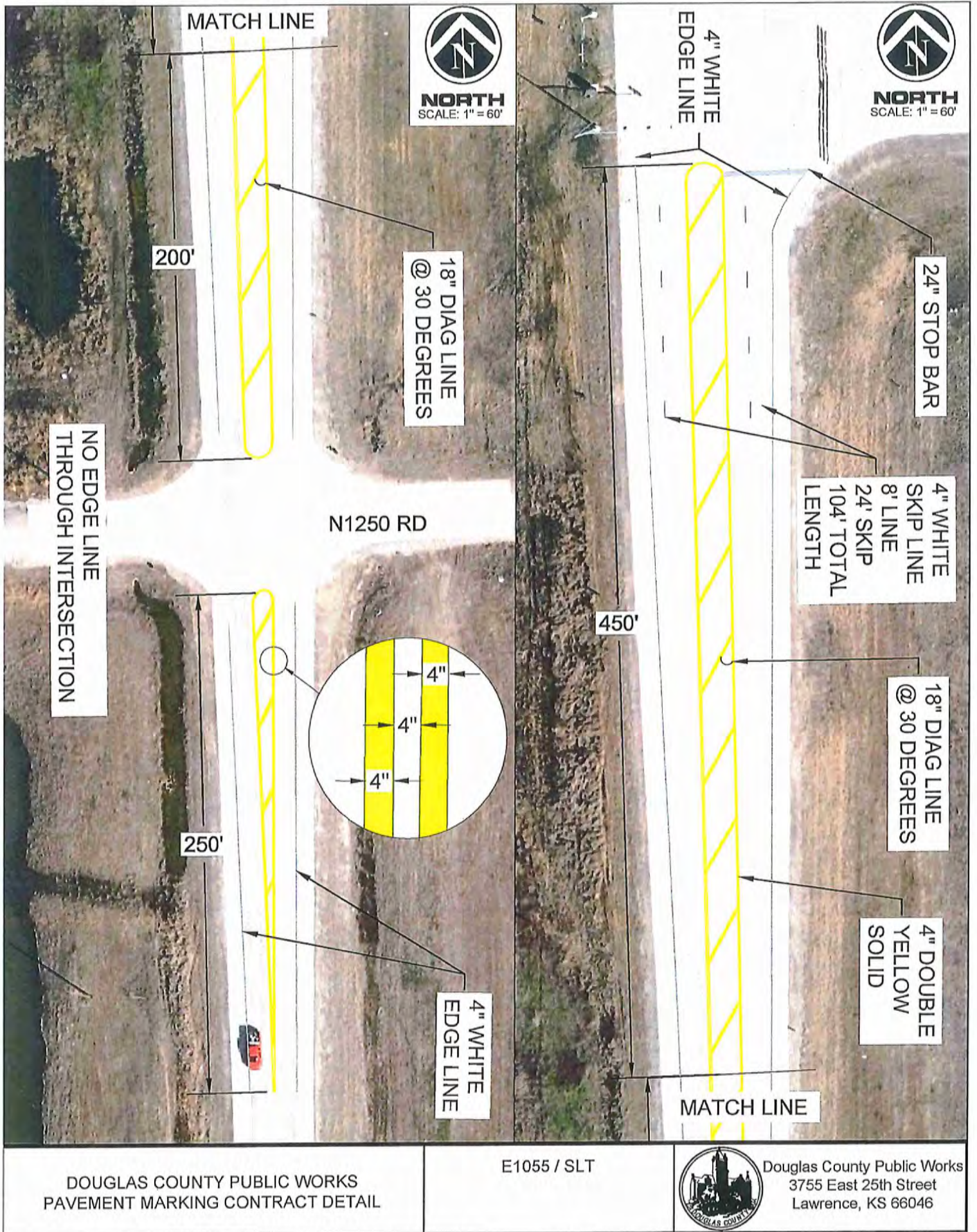


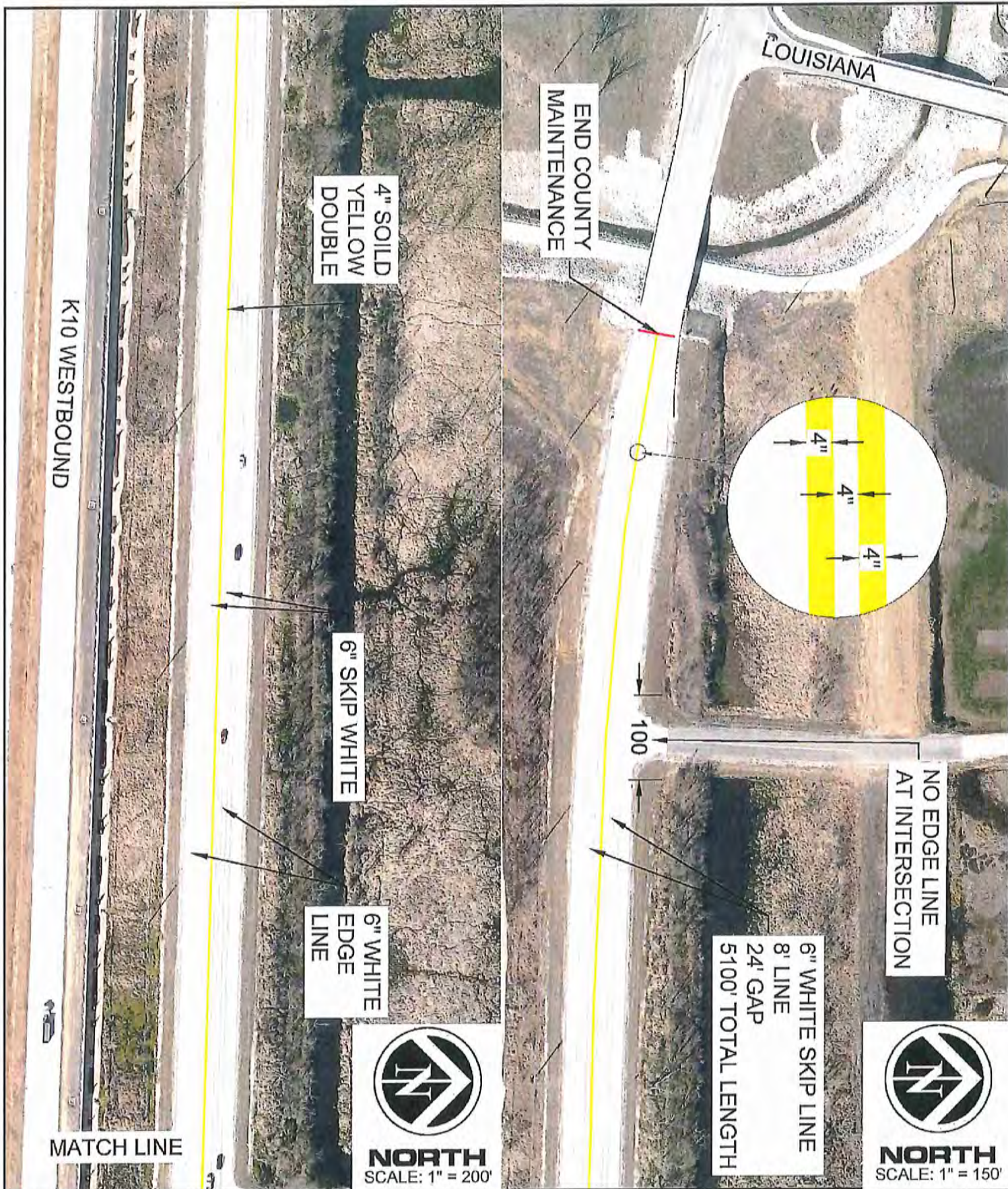
DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

N1175 E1550 CURVE

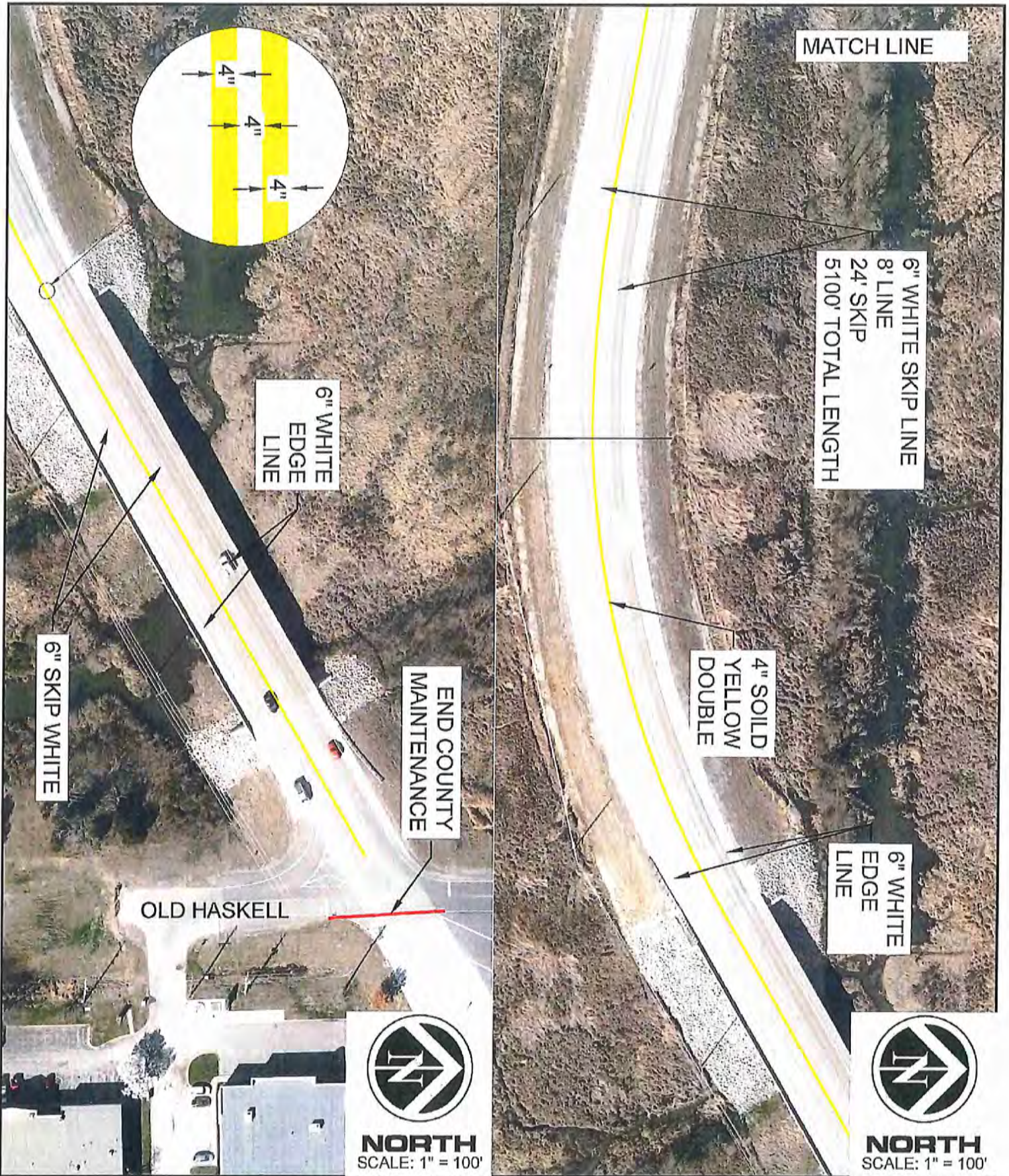


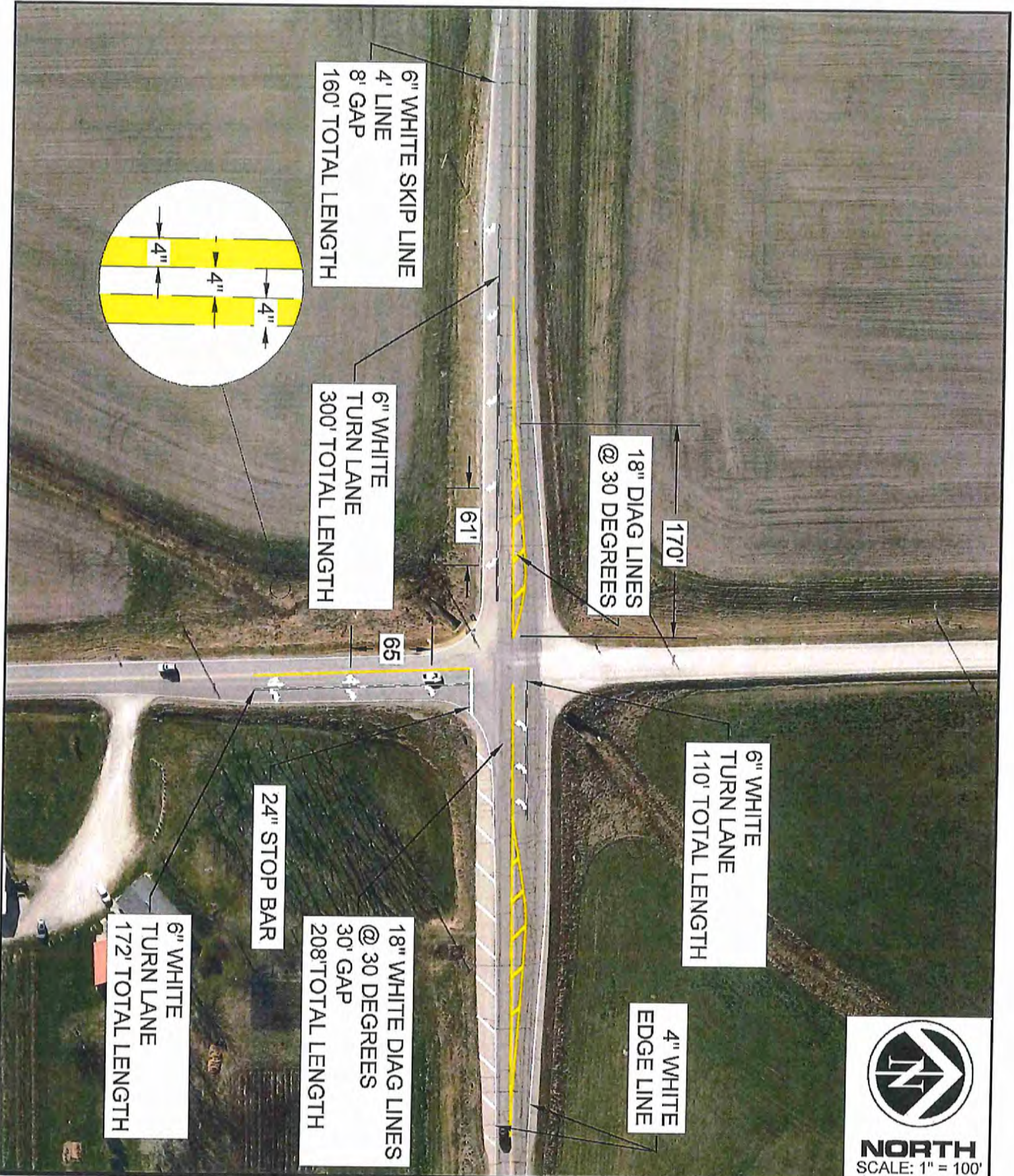
Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046









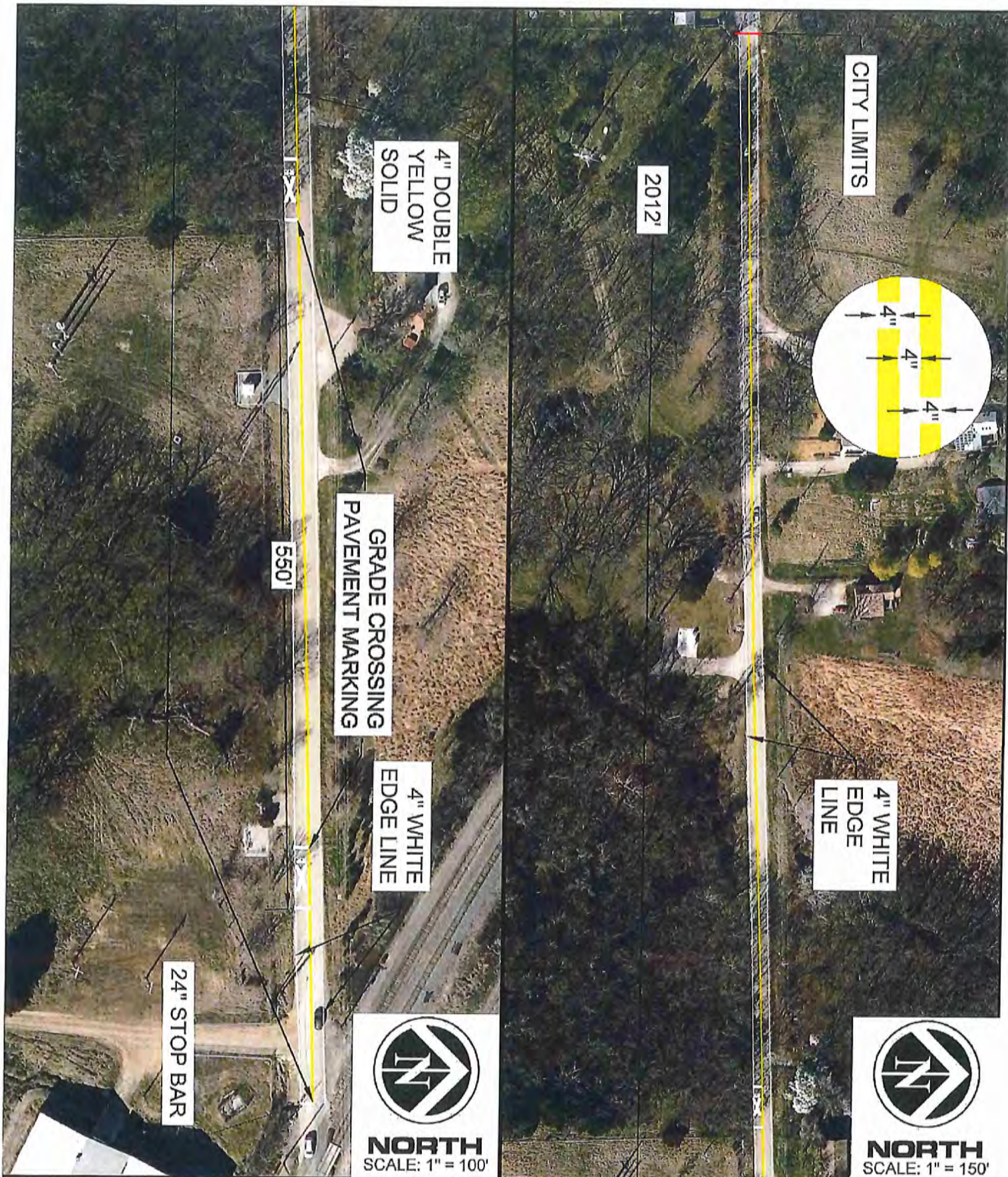


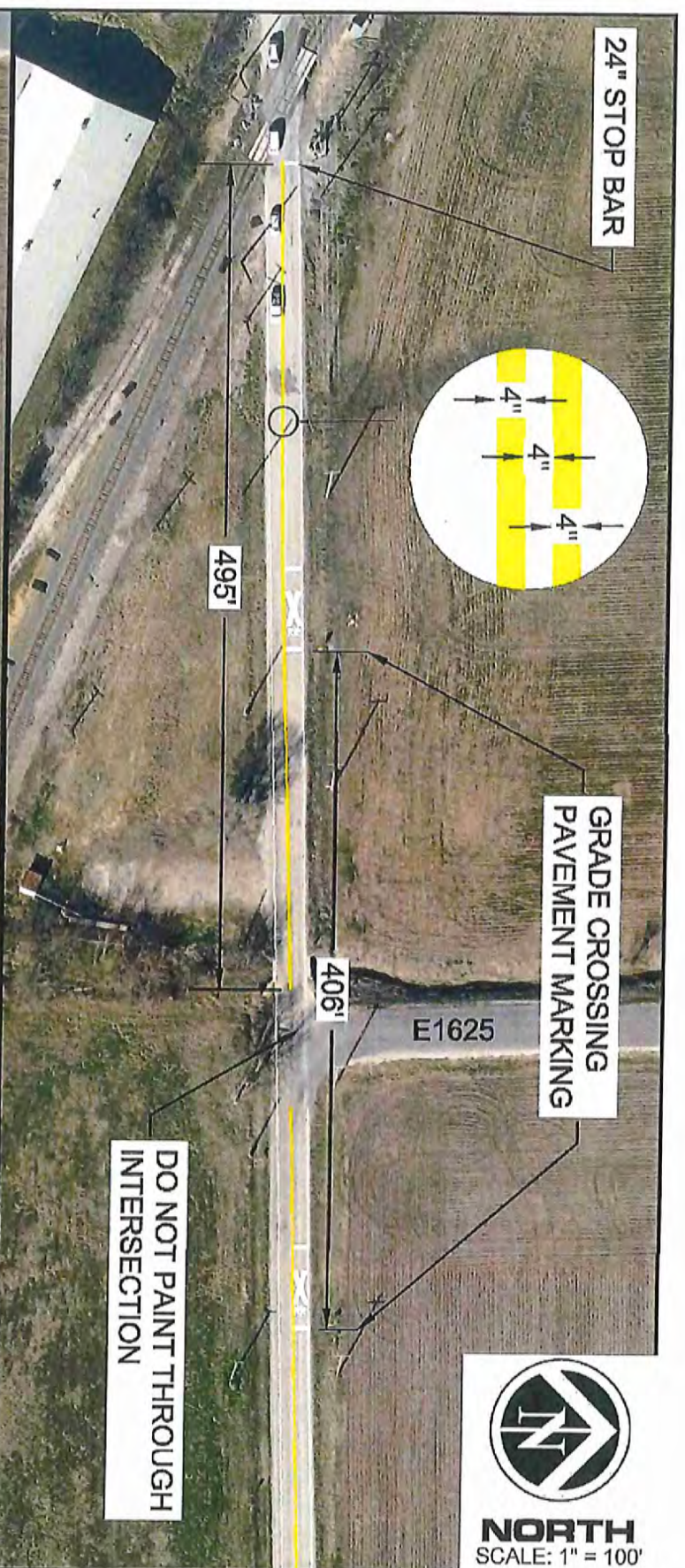
DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

RTE 442 / 1057
INTERSECTION



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



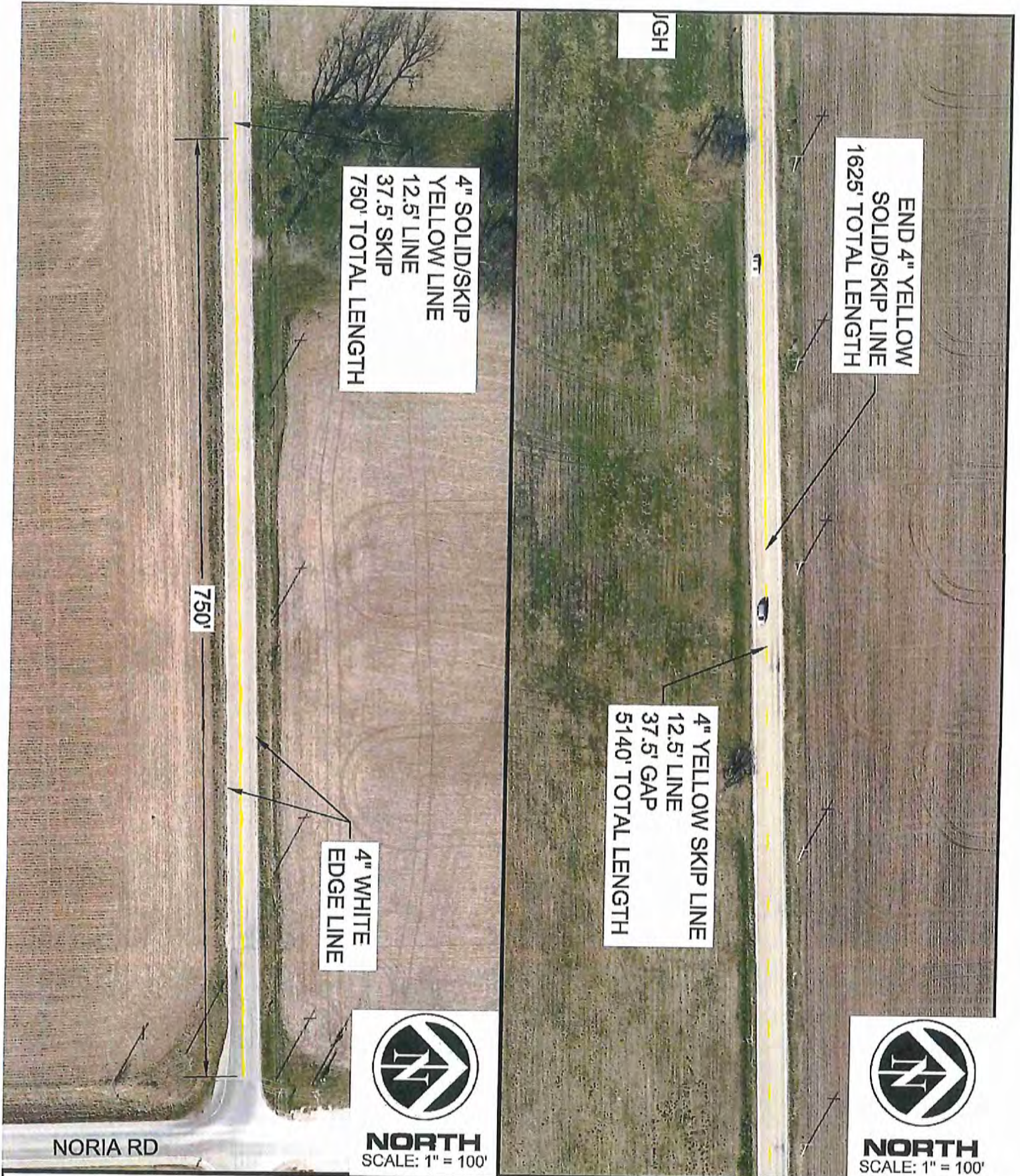


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

1500 RD AT
CITY LIMITS 2 OF 3



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

1500 RD AT
CITY LIMITS 3 OF 3

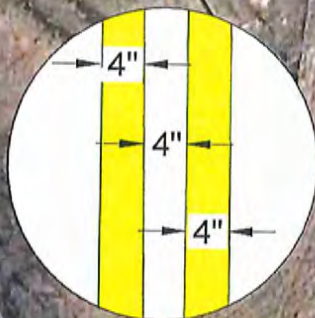


Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



NORTH
SCALE: 1" = 50'

18" DIAG LINES
@ 30 DEGREES



35'

140'

43'

170'

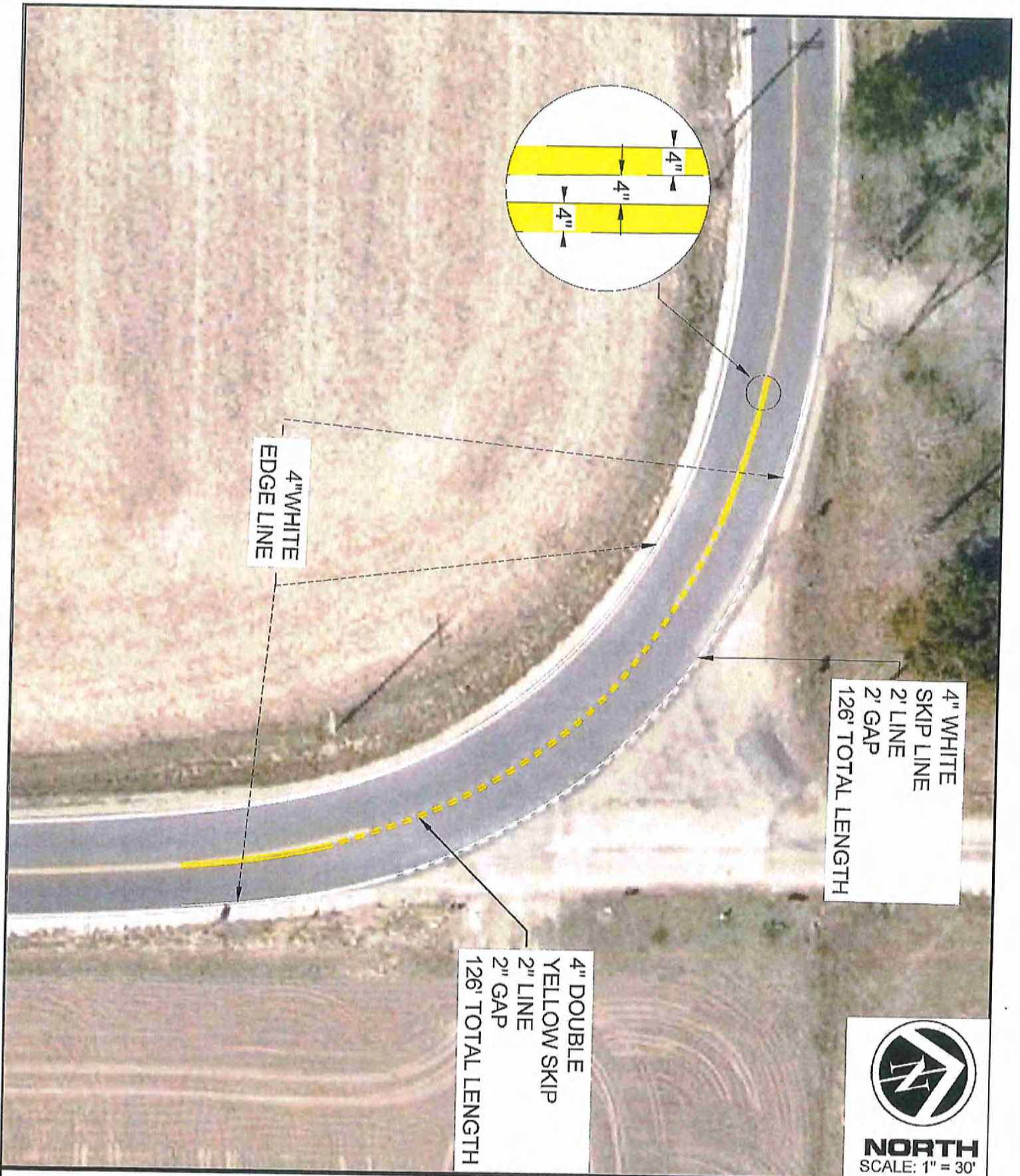
4" YELLOW
SKIP/SOLID

DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 438 @ KASOLD



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

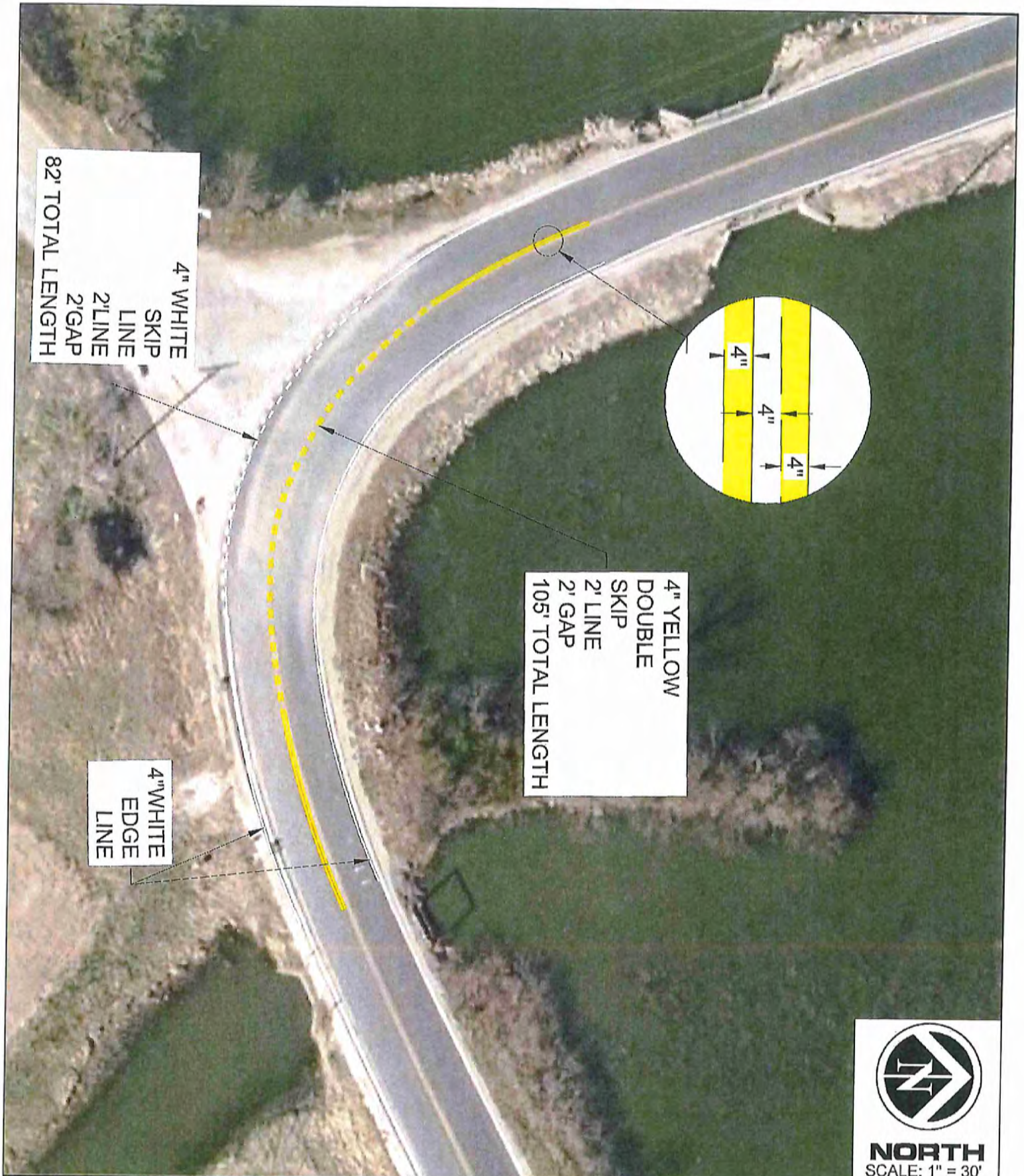


DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 7 EAST CURVE



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

ROUTE 7 WEST CURVE

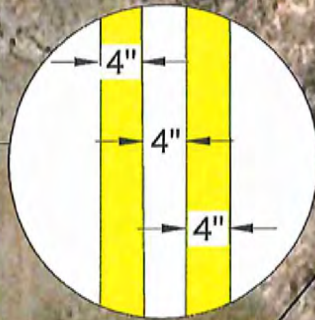


Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046



NORTH
SCALE: 1" = 40'

500'



6" WHITE EDGE LINE

6" WHITE SKIP
2' LINE
2' GAP
170' TOTAL LENGTH

DOUGLAS COUNTY PUBLIC WORKS
PAVEMENT MARKING CONTRACT DETAIL

FOLKS RD. / PETERSON RD.



Douglas County Public Works
3755 East 25th Street
Lawrence, KS 66046

PLANNING COMMISSION REPORT
Regular Agenda – Public Hearing Item

PC Staff Report
2/22/2017

ITEM NO. 1 COUNTY B-1 TO COUNTY R-1; .58 ACRES; 697 E 1725 RD (BJP)

Z-17-00022: Consider a request to rezone approximately 0.58 acres from County B-1 (Neighborhood Business) District to County R-1 (Single-Family Residential) District, located at 697 E 1725 Rd, Baldwin City. Submitted by Vinland Preservation LLC, property owner of record.
Joint meeting with Baldwin Planning Commission.

STAFF RECOMMENDATION: Staff recommends forwarding the rezoning request for approximately 0.58 acres from B-1 (Neighborhood Business) District to R-1 (Single-Family Residential) District to the Board of County Commissioners with a recommendation for approval based on the findings of fact found in the body of the staff report.

Applicant's reason for request:

"The property is zoned B-1, but has never been used as B-1. Use has been agricultural and, since 1982, single-family residential. A change to agriculture/single family residential would conform with the current and intended future use.

Vinland was platted in 1884 and is not incorporated. The Vinland Presbyterian Church building was built in 1879 and was listed on the National Register of Historic Places in 2003. Use as a church ceased in 1943 and the property was sold to a neighbor in 1955. The 1910 Sunday School Addition to the sanctuary building was converted to a residence in 1982.

The current owners are a group of 17 neighbors who have worked for the past 16 years to put the building on the National Register of Historic Places and to restore and preserve it, with the desire to limit possibilities of future alterations to the exterior of the historic building. This group now wants to find a buyer who shares a concern for the historic preservation of the building and for its importance to the community of Vinland, a buyer whose intent for future use does not adversely impact the quality of life of Vinland residents (i.e. a high-traffic commercial use)."

KEY POINTS

- The subject property is the vacant Vinland Presbyterian Church, located on the south side of N 700 Road.
- The proposed request would accommodate development of the church with a single-family use.

OTHER ACTION REQUIRED

- Approval of rezoning by Board of County Commissioners and publication of resolution.

PUBLIC COMMENT

No public comment was received prior to the printing of this staff report.

GENERAL INFORMATION

Current Zoning and Land Use:

B-1 (Neighborhood Business) District; vacant single-family residence and church.

Surrounding Zoning and Land Use:

To the north and east:

A (Agricultural) District; Agriculture and rural residences.

To the south:

A (Agricultural) District; Unincorporated town of Vinland.

To the west:

A (Agricultural) District; Existing airstrip for Vinland Airport and McFarlane Aviation Manufacturing.

I-1 (Limited Industrial) District; Vinland Airport and McFarlane Aviation Manufacturing.

Project Summary:

This request is to rezone approximately 0.58 acres from B-1 (Neighborhood Business) District to R-1 (Single-Family Residential) District. The subject property contains the vacant Vinland Presbyterian Church building. The church use was abandon in 1943.

In 1972, the property was zoned from A (Agricultural) District to its current zoning of B-1 District. The rezoning was to accommodate the renovation of the abandon church building and convert the structure into an antique shop and law office. The rezoning was approved however the commercial and office uses never came to fruition.

A portion of the building was converted to a single-family residence in 1982, however the entire structure is vacant at this time.

The current owners approached Planning Staff with the request to rezone the property to a zoning district that best fit their desire for the property to be developed with a residential use. Staff and the Owners discussed the possibility of rezoning the property to either the A District, to provide a uniform zoning with the surrounding area, or to the R-1 District to align with the desired use. After researching the Code and conferring with the Douglas County Zoning and Codes office, Staff determined that the R-1 District would be the most appropriate zoning district for the property based on the desired use and the lot area of the property. The property contains approximately 25,000 square feet. The minimum lot area permitted in the A District is 3 acres, while the minimum lot area permitted in the R-1 District is 10,000 square feet. The subject property would therefore conform with the lot area size requirement of the R-1 District, but would be noncompliant if zoned to the A District.



Figure 1. Subject property zoning and land use.

I. ZONING AND LAND USES OF SURROUNDING PROPERTIES

The surrounding area is zoned A (Agricultural) and I-1 (Limited Industrial) Districts. The property is located in the unincorporated town of Vinland, on the south side of N 700 Road. This area is a platted rural, low density development. The area was platted long before the County established zoning regulations in 1966. Other land uses located in the A District include agricultural uses and rural residences to the north and east, and the Vinland School site and the Vinland fairground located at the northwest corner of N 700 Road and E 1750 Road.

The nearby properties that are zoned I-1 District contain the Vinland Airport and McFarland Aviation Manufacturing.

Staff Finding – The primary purpose of the R-1 District is to provide for the single-family residential development. While there is not R-1 zoning in the area, the existing development to the south of the property aligns with primary purpose of the R-1 District. Therefore, the R-1 District would be compatible with the surrounding uses.

II. CHARACTER OF THE AREA

This is a rural residential and agricultural area with a concentration of residential uses in the vicinity of the subject property. There are also industrial uses located west of the subject property.

Staff Finding – The subject property is in the unincorporated town of Vinland. The properties to the south are small platted lots that contain single-family uses similar to the residential use desired for the subject property. The rezoning is consistent with the existing land development to the south of the property.

III. SUITABILITY OF SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

Applicant's Response:

"The B-1 zoning might allow commercial uses that are not compatible with the site, the preservation of this historic property, and with the neighborhood. Agricultural/single family residential zoning is more suitable."

The property is currently zoned B-1 (Neighborhood Business) District. The primary purpose of this zoning district is for retail shopping and personal services to serve the needs of nearby residential neighborhoods. The property was rezoned B-1 District from A (Agricultural) District in 1972 to accommodate the development of an antique shop and law offices. However, since the rezoning to B-1 District, the property has never contained any type of business development.

The property is currently owned by a group of surrounding properties owners that have worked to restore the existing structure and have it listed on the National Register of Historic Places. The owners now wish to sell the property for its development as a single-family residence, which led to the rezoning request. Rezoning the property to the R-1 (Single-Family Residential) District will provide perspective buyers a better understanding of their development options and seller expectations. The rezoning also provides protections to the surrounding property owners.

Staff Finding –With the small, low density lots to the south, the subject property is suited to the uses which are permitted in the R-1 District.

IV. LENGTH OF TIME SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED

Staff Finding – The property was zoned to B-1 (Neighborhood Business) District in 1972 to accommodate the development of the property with an antique shop and law office. Development of the property for those uses, however, never occurred. A portion of the existing church building was converted to a single family residence in 1982, however that use has since been abandon and the property is vacant.

V. EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Applicant's response:

"Zoning as agricultural/single family residential is compatible with the current use of this property and other nearby properties."

The rezoning request was submitted by the surrounding property owners that currently own the subject property. As they intend to sell the property, their request is to rezone the property to a zoning district that restricts commercial development and encourages development of a single-family residence.

Staff Finding – The primary purpose of the R-1 District is to provide for the single-family residential development. This type of development will be compatible with the existing land uses found in the unincorporated town of Vinland and will protect the existing character of the

area. Therefore, a small area of R-1 District zoning should have minimal detrimental effect on nearby properties.

VI. RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE PETITIONER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNERS

Applicant's response:

"If B-1 zoning is retained, this could result in a request for B-1 use that is not compatible with the neighborhood and the historical integrity of this property. Aside from the one-room classroom that was added in 1910 and later converted to a two-story residence, the majority of the building retains its original design since it was built in 1879. Denial of rezoning may make it easier for future owners to negatively alter this original design and not maintain the results of preservation investments by our group, and by public agencies and private donors. This would make it more difficult to preserve the building and market/sell the property for solely residential use. Many of the owners of adjoining and nearby properties are among the group making this rezoning request and are desirous of maintaining the non-commercial usage the property has sustained for 138 years."

Evaluation of these criteria includes weighing the benefits the denial of the rezoning request would provide for the public versus the hardship the denial would impose on the owner of the subject property. Benefits are measured based on the anticipated impacts of the rezoning request on the public health, safety and welfare.

The surrounding property owners that currently own the property would like to sell it for the development as a single-family residence. The rezoning request facilitates that intent. If the rezoning request were denied, the property could be developed with commercial uses, which could be detrimental to the area.

Approval of the rezoning request would protect the surrounding area from potentially detrimental commercial development of the property. Approval would provide protections to nearby property owners, as well as inform potential property buyers on the type of development expected.

Staff Finding – There are no detrimental impacts associated with the approval of the rezoning anticipated on nearby properties.

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN

Applicant's Response:

"The comprehensive plan identifies Vinland as agricultural/single family or rural residential use."

The following section of *Horizon 2020* relates to this rezoning request (staff comments are in italics):

CHAPTER FIVE. RESIDENTIAL LAND USE

Unincorporated Douglas County – Rural Area

"The basic zoning district standards in the Rural Area shall be designed to permit non-farm residential development in a manner that is consistent with conservation of the rural character and pattern of land use in Douglas County." (Page 5-6)

This rezoning will preserve the rural character and pattern of land use for the unincorporated town of Vinland. The rezoning will encourage the development of a single-family residence on the property, which will be consistent with the existing land development and land uses to the south of the property.

Policy 2.1: Consider Land Use Relationships

(b) "Encourage the clustering of new residential lots to consolidate utility and public services and to conserve large, contiguous acreage for agricultural purposes." (Page 5-14)

This rezoning will retain the character of the rural area by providing limited residential development. The intent of the rezoning is to encourage the development of a single-family residence on a site that has previously contained this use. Development of a single-family residence at this location will not decrease the amount of agricultural land in the area. Rather, development at this location will be consistent with the low-density rural development that exists south of the property.

VIII. PROFESSIONAL STAFF RECOMENDATION

Staff recommends approval of the request to rezone approximately 0.58 acres from B-1 (Neighborhood Business) District to R-1 (Single-Family Residential) District as it is the appropriate zoning district for the subject property.



Z-17-00022: Rezone Approximately 0.58 acres from County B-1 District to County R-1 District the Property Located at 697 E 1725 Road



ITEM NO. 1 COUNTY B-1 TO COUNTY R-1; .58 ACRES; 697 E 1725 RD (BJP)

Z-17-00022: Consider a request to rezone approximately 0.58 acres from County B-1 (Neighborhood Business) District to County R-1 (Single-Family Residential) District, located at 697 E 1725 Rd, Baldwin City. Submitted by Vinland Preservation LLC, property owner of record. *Joint meeting with Baldwin Planning Commission.*

STAFF PRESENTATION

Ms. Becky Pepper presented the item.

APPLICANT PRESENTATION

Mr. Ray Wilbur, 502 E 1600 Rd, said he was a shareholder in the project. He said the sanctuary was used as a workshop and half the building was used as a house.

PUBLIC HEARING

No public comment.

COMMISSION DISCUSSION

Commissioner Britton asked what the purpose was behind the lot minimum size in the A-1 zoning district.

Ms. Pepper said that was part of the County Zoning Regulations. She said the difference with the A district was more rural in nature. She said the larger lot size was intended to maintain the rural character of the area.

Commissioner Willey inquired if the property was on a septic system.

Ms. Pepper said yes, septic.

ACTION TAKEN

Motioned by Commissioner Britton, seconded by Commissioner von Achen, to approve the rezoning request for approximately 0.58 acres from B-1 (Neighborhood Business) District to R-1 (Single-Family Residential) District and forward to the Board of County Commissioners with a recommendation for approval based on the findings of fact found in the body of the staff report

Unanimously approved 9-0.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS RELATING TO AND AMENDING A REGULATED ZONING CLASSIFICATION FOR A TRACT OF LAND LOCATED WITHIN THE UNINCORPORATED TERRITORY OF DOUGLAS COUNTY, KANSAS.

WHEREAS, the Lawrence-Douglas County Planning Commission, after holding a public hearing on February 22, 2017, as required by and in accordance with, K.S.A. 12-757 and the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas*, has recommended that the Board of County Commissioners change the zoning classification of land set forth below, the nature and description of such change being fully set forth below; and

WHEREAS, on March 15, 2017, the Board of County Commissioners, of Douglas County, Kansas found that, for the purpose of promoting and protecting values throughout Douglas County, Kansas, or for any one or more other purposes, the Douglas County Zoning Regulations should be amended as recommended by the Lawrence-Douglas County Planning Commission by changing the zoning classification set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that pursuant to K.S.A. 12-757 and the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas*, the following change in zoning classification is made:

1. The zoning classification for the following described land is changed from B-1 (Neighborhood Business District) to R-1 (Single-Family Residential District):

LOT 3 IN VINLAND, DOUGLAS COUNTY, KANSAS

2. The Official Zoning District Map, incorporated into the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas*, is hereby amended by showing and reflecting thereon the new zoning classification set forth in Section 1 of this Resolution.
3. This Resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners and publication once in the official County newspaper.

ADOPTED this _____ day of March, 2017.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

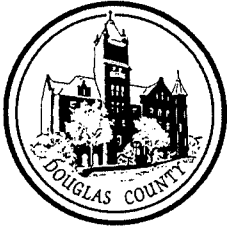
Mike Gaughan, Chairman

ATTEST:

Nancy Thellman, Member

Jameson D. Shew, County Clerk

Michelle Derusseau, Member



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : March 8, 2017

Re : Agreement to reimburse KDOT for federal fund disbursement overage
Supplemental Agreement No. 2 to Agreement No. 48-12
Project No. 23 C-4123-01
Replacement of Route 1057 bridge over the Wakarusa River

In 2012, Douglas County undertook the referenced project to replace the bridge carrying Route 1057 over the Wakarusa River approximately ½-mile south of K-10 highway. This was a federal aid project with a KDOT bid letting, and project costs exceeded original cost estimates. Douglas County's available federal funding obligation authority at the time was less than the typical 80% of construction costs.

In Agreement No. 48-12 dated May 3, 2012 Douglas County agreed to allow KDOT to capture future federal funding obligation authority awarded to Douglas County to cover the additional monies Douglas County owed KDOT for the project. At the time, we estimated that amount would be \$546,000, or approximately one year's federal funding allocation. The Final Statement of Project Cost received in August 2014 indicated Douglas County owed KDOT \$507,019.83. The financial statement transmittal letter acknowledged KDOT would allow Douglas County to pay the amount owed from future federal fund allocations retained by KDOT.

In January 2017 we were notified KDOT never retained any federal funding allocations from Douglas County to pay the \$507,019.83 owed KDOT, and that balance is still due. KDOT acknowledges this was an oversight on their part. As opposed to a lump sum payment, they propose Douglas County pay the amount owed by allowing KDOT to retain 50% of the amount of Douglas County's allocation of federal funds available to be exchanged beginning in 2018. The remainder of the amount owed would be withheld from Douglas County's 2019 allocation of federal funds. There would be no reduction of available federal funds in 2017.

The attached Supplemental Agreement No. 2 to Agreement No. 48-12 lays out the terms of the reimbursement to KDOT. Beginning in 2018, KDOT would exchange Douglas County's federal fund appropriations for State funds at a 100% exchange rate

(the typical exchange rate is 90%), and KDOT would retain 50% of the exchanged funds. In 2019, KDOT would retain exchanged funds for the remainder of the total amount owed, or up to 50% of the 2019 exchanged funds, whichever is less.

Action Required: Approval of Supplemental Agreement No. 2 to Agreement No. 48-12 stipulating terms of Douglas County reimbursing KDOT for \$507,019.83 in federal fund allocation overages on Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River, constructed in 2012. The BoCC should sign two (2) original copies of the supplemental agreement.

PROJECT NO. 23 C-4123-01
BRS-C412(301)
BRIDGE REPLACEMENT
DOUGLAS COUNTY, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 2

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and **Douglas County, Kansas** ("County"), **collectively**, the "Parties."

RECITALS:

- A. The Parties entered into an Agreement dated May 3, 2012 for bridge replacement in the County on RS-1374 approximately ½ mile south of K-10 (the "Original Agreement").
- B. The Parties entered into a supplemental Agreement dated, October 21, 2014 ("Supplemental No. 1") to accurately reflect the maximum federal funds allowed for the Project.
- C. The Parties now mutually desire to supplement the Original Agreement to reflect a change in Federal Fund Exchange monies used for overages on the Project.

NOW, THEREFORE, the Parties agree as follows:

1. On page 10 of the Original Agreement, Article III, paragraphs 9 and 10, below be added in their entirety to read as follows:

9. The Secretary will exchange the County's federal fund appropriations for State Funds at the rate of one-hundred percent (100%), starting with the Federal Fiscal Year (FFY) 2018 distribution, in accordance with the Federal Fund Exchange Program. The County agrees to allow the Secretary to retain at least fifty-percent (50%) of its exchanged monies, or a higher percentage if requested by the County, to make yearly payments toward overages on the Project totaling \$507,019.83. Upon full payment of the overages owed to the Secretary for the Project, the State Funds will no longer be retained for payment and the exchange rate will return to ninety percent (90%) or the current rate for the Federal Fund Exchange Program. Any monies exchanged under the program that are not being applied toward overages on the Project, will be exchanged at ninety percent (90%) or the current rate for the Federal Fund Exchange Program.

10. The County agrees that the Federal Fund Exchange is contingent upon the availability of State Funds. If, in the judgment of the Secretary, sufficient State Funds are not appropriated to continue the function performed under the Federal Fund Exchange Program, the Secretary will not be able to participate in the federal fund exchange. The Secretary will not be responsible to the County for any reduction in State Funds. The County also agrees that the exchanged funds are also contingent upon the availability of Federal Funds. If, due to Congressional funding restrictions, sufficient Federal Funds have not been allocated to the County, the Secretary shall exchange funds in the amount available as determined by Congress.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

DOUGLAS COUNTY, KANSAS

COUNTY CLERK (Date)

(SEAL)

CHAIRPERSON

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer